

# **EXHIBIT 5**

**1978-1981 UAW - BOHN CONTRACT**

1978

AGREEMENT  
BY AND BETWEEN

PLANT #1B HOLLAND, MICHIGAN  
BOHN ALUMINUM & BRASS DIVISION  
GULF WESTERN MANUFACTURING COMPANY

AND

THE INTERNATIONAL UNION  
UNITED AUTOMOBILE AEROSPACE AND  
AGRICULTURAL IMPLEMENT WORKERS OF  
AMERICA, UAW  
AND LOCAL NO. 1402

EFFECTIVE SEPTEMBER 9, 1978

# AGREEMENT

BY AND BETWEEN

PLANT #16, HOLLAND, MICHIGAN,  
BOHN ALUMINUM & BRASS DIVISION,  
GULF + WESTERN MANUFACTURING COMPANY

AND

THE INTERNATIONAL UNION,  
UNITED AUTOMOBILE, AEROSPACE AND,  
AGRICULTURAL IMPLEMENT WORKERS OF  
AMERICA, UAW  
AND LOCAL NO. 1402

EFFECTIVE SEPTEMBER 3, 1978

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## ARTICLE I — AGREEMENT PARTIES

The International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW) and Local No. 1402 thereof, hereafter referred to as the "Union", having demonstrated that it represents for purposes of collective bargaining a majority of the employees in the appropriate bargaining unit, the said International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW) and Local No. 1402 and the Bohn Aluminum & Brass Division, Plant #16, Holland, Michigan, Gulf + Western Manufacturing Company, hereafter referred to as the "Company", hereby agree as follows:

### WITNESSETH THAT:

WHEREAS, it is the desire of the parties hereto to promote mutual cooperation and harmony and to formulate a working agreement to cover the relationship between the Company and the Union,

THEREFORE, the parties hereto agree as follows:

## ARTICLE II — RECOGNITION

**SECTION 1. REPRESENTATION SCOPE.** The Company recognizes the Union as the exclusive bargaining agency in Plant No. 16 for all production and maintenance employees, including tool room, shipping and receiving employees and group leaders, but excluding office clerical employees,

### Article II Cont.

professional employees, all other plant clerical employees, technical, engineering and professional employees, time study employees, time keepers, foremen, assistant foremen, all other supervisors as defined in the Act, and guards, for the purpose of collective bargaining with respect to rates of pay, wages, hours, dismissals, and other conditions of employment, and for the purpose of adjusting any grievance or complaints which may exist now or may arise in the future.

**SECTION 2. OTHER UNIONS.** The Company will not during the life of this agreement promote, aid, or finance any other labor group or organization which proposes to engage in collective bargaining and will not negotiate or deal with any other union group or organization during the period covered by this agreement, unless ordered to do so by the National Labor Relations Board.

**SECTION 3. NON-DISCRIMINATION.** The Company agrees that it will not discriminate against employees in their training, upgrading, promotion, transfer, layoff, discipline, discharge, or otherwise because of race, creed, color, national origin, sex, age, marital status, or political beliefs.

The Company will not interfere with the right of its employees to become members of the Union. Neither the Company nor any of its agents will exercise discrimination, interference, restraint, or coercion against any representative of the Union because of such representation.

## ARTICLE III — UNION SECURITY

**SECTION 1. UNION SHOP.** All present employees who are members of the Union shall, as a condition of continued employment, maintain their membership in the Union during the life of this agreement through regular payments of initiation fees and dues to the Union. The Company may hire new employees who do not belong to the Union but all new employees and all present employees who are not members of the Union shall, as a condition of continued employment join the Union thirty (30) calendar days after the date of employment or the effective date of this agreement, whichever is later, and shall thereafter maintain membership in the Union during the life of this agreement through regular payments of initiation fees and dues to the Union.

Notwithstanding a new employee's obligation to join the Union after thirty (30) calendar days, each new employee must satisfactorily complete a probationary period consisting of six (6) calendar weeks of employment as reflected in Section 1 of Article IX. During this probationary period, a new employee will not be covered by the terms of this agreement and will not have recourse to the grievance procedure established by this contract in the event that he is discharged by Management.

**SECTION 2. NON-DISCRIMINATION IN UNION MEMBERSHIP.** The Union agrees that membership in the Union will be available to each employee on the same terms and conditions gen-

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### Article III Cont.

erally applicable to other members of the Union. The Union further agrees that the Company will not be requested to terminate the services of any employee who has been denied membership in the Union or be requested to terminate the services of any employee for reasons other than the failure of the employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring and retaining membership.

**SECTION 3. UNION MEMBERSHIP CESSATION.** The Union will notify the Company in writing of any employee who, during the life of this agreement, shall cease to be a member of the Union in good standing. Such notice shall be supported by an affidavit of the Secretary of the Local Union to the truth of the facts contained therein. Such employees will be discharged within two (2) days after receipt of said affidavit.

**SECTION 4. CHECKOFF.** The Company agrees to deduct from the earnings of each Union member, after the payroll deductions required by law, an amount equal to the regular initiation fees and membership dues of such member, provided the employee on whose account such deductions are to be made shall have filed a written assignment with the Company authorizing such deductions. The Union agrees to provide the necessary assignment-of-wage forms. The amounts so deducted by the Company for initiation fees and dues shall be remitted each month by the Company to the Union.

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**Article III Cont.**

In the case of special emergency dues levied by the International Union, the Company agrees, upon proper notification, to make bi-weekly deductions of such dues. If for any reason an employee's dues are not deducted in the scheduled pay period, the Company will deduct these dues on his first pay period following.

**ARTICLE IV — MANAGEMENT**

**SECTION 1. GENERAL.** The management of the work and the direction of the working forces, including the rights to hire, promote, transfer, suspend, or discharge, are vested exclusively in the Company. The operations throughout the plant shall be determined by the Company, including the rights to decide the nature, means, and methods of operations.

**SECTION 2. PRODUCTION STANDARDS.** Production standards shall be established on the basis of fairness and equity consistent with the quality of workmanship, efficiency of operations, and the reasonable working capacities of normal operators. The Union shall have the right to process grievances involving disputed production standards through the grievance machinery set up in this contract but not including arbitration.

**SECTION 3. SUB-CONTRACTING.** The Company reserves the right to continue to contract out certain building repair, maintenance and tooling work, as has been the custom, to sub-contract production work which may be over and above the

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**Article IV Cont.**

acceptable burden for its regular facilities for any particular type of work. However, this will not be used for the purpose of reducing the work force or reducing overtime.

**ARTICLE V — REPRESENTATION**

**SECTION 1. UNION BARGAINING COMMITTEE.** In all matters of collective bargaining, the Union shall be represented by a Bargaining Committee, which shall likewise act as the Grievance Committee, of five (5) persons, who shall include in their number the president of the Union.

**SECTION 2. UNION STEWARDS.** For the purpose of collective bargaining as it pertains to the grievance procedure, the employees shall have the right to be represented by stewards as specified below.

**A. DAY SHIFT.**

MANUFACTURING DEPTS.	STEWARDS
Forge	1
Fabrication-Buffering	1
Fabrication-Mechanical	1
Fabrication-Anodize	1
Extrusion	1
Shipping and Receiving	1
Maintenance, Tool Room, Buildings and Grounds and Die Repair	1

Article V Cont.

MANUFACTURING DEPTS.                      STEWARDS

Inspection Department                      1  
Paint Department                              1

B. AFTERNOON SHIFT.

MANUFACTURING DEPTS.                      STEWARDS

Forge    1  
Fabrication-Butting                          1  
Fabrication-Mechanical                      1  
Fabrication-Anodize and Paint              1  
Extrusion (including Shipping and Receiving)      1  
Inspection Department                      1

(Any department with less than five (5) employees per shift will be represented by the Forge Steward unless the Union and the Company agree to a different representation arrangement.)

(The Union may designate one of the afternoon shift stewards to function as chief steward for his shift.)

C. MIDNIGHT SHIFT.

MANUFACTURING DEPTS.                      STEWARDS

Forge    1

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Article V Cont.

MANUFACTURING DEPTS.                      STEWARDS

Fabrication-Butting and                      1  
Mechanical                                      1  
Extrusion and Die Repair                      1

(Any department with less than five (5) employees per shift will be represented by the Forge Steward unless the Union and the Company agree to a different representation arrangement.)

It is understood and agreed between the parties that it may be necessary to change the schedule for steward representation because of changes in productive operations or conditions. Any such changes shall be negotiated between the Company and the Union.

ARTICLE VI — GRIEVANCE PROCEDURE

SECTION 1. GRIEVANCE STEPS. For the purpose of this Article, a grievance shall be defined as a complaint against the Company in regard to the interpretation or application of this agreement or a complaint in regard to working conditions within the plant or on Company premises. The grievance procedure shall be as follows:

A. STEWARD-FOREMAN STEP. The employee or a representative of a group of employees, or the steward of the department, or both, shall

Article VI Cont.

take the grievance up with the foreman of the department. If it cannot be settled verbally, it shall be presented in writing to the foreman of the department within three (3) working days. The foreman shall give his decision in writing within two (2) working days after the grievance is received.

B. BARGAINING COMMITTEE-MAN-SUPERINTENDENT STEP. In the event the grievance is not settled with the department foreman, the steward and a member of the Bargaining Committee shall present said grievance to the superintendent in writing and signed by the aggrieved. Such written grievance shall be presented within three (3) days (working days) following the foreman's decision. The superintendent shall give his decision in writing within three (3) working days after receiving the grievance in writing.

C. BARGAINING COMMITTEE-PERSONNEL MANAGER STEP. In the event the grievance is not settled with the superintendent, it will be referred to the Personnel Manager in writing within three (3) working days following the superintendent's decision. The Personnel Manager will place the grievance on the Agenda for decision between the Bargaining Committee and Plant Management at the next regularly scheduled Union-Management

Article VI Cont.

meeting, unless the issue is tabled by mutual agreement.

Union-Management meetings shall be scheduled on the second Thursday of each month at 10:00 a.m., providing there are grievances to consider and the issues are listed on an Agenda presented to the Company by noon on the Tuesday prior to the meeting day. The meeting date may be changed by mutual agreement. Minutes of each Union-Management meeting shall be given to the Committee and posted in the plant no later than Wednesday noon following the meeting. If the Company or Union representative designated herein to make the presentation of and decision on the grievance are not available, an additional five (5) working days shall be allowed. If the grievance is one which presents a possible continuing liability or is of an urgent nature, a special meeting may be held. The International Representative of the Union and the Company Director of Industrial Relations, or his representative, may also attend meetings at this step of the grievance procedure.

D. ARBITRATION. If the grievance is not resolved as provided in sub-section C hereof, it may, by written notice directed by one party to the other, be referred to arbitration. Such notice shall be given within twenty (20) days after the



#### Article VI Cont.

receipt of the final written decision of the Company.

Grievances concerning the interpretation or application of this agreement, except those dealing with wages, production standards, and health and safety may be appealed to arbitration.

In the event that the Company and the Union cannot agree upon an arbitrator within five (5) days after the written notice of intention to submit the matter to arbitration, the matter will be submitted to the American Arbitration Association for disposition according to the rules of that Association. The letter of transmittal to the AAA must be mailed within five (5) work days after failure of the parties to agree upon an arbitrator. The decision of the arbitrator shall be in writing and shall be final and binding upon both parties. One copy of the arbitrator's decision shall be sent directly to the International Union, Arbitrator Service Department, 8000 E. Jefferson Avenue, Detroit, Michigan.

The Company and the Union shall share equally the compensation and expenses of the arbitrator. All other arbitration expenses, including the payment of witnesses, shall be borne by the party incurring them.

#### Article VI Cont.

The arbitrator shall have authority to interpret this agreement for the purpose of settling grievances and he may modify penalties assessed by the management in disciplinary discharges and layoffs; but he shall have no authority to add to or subtract from or change this agreement or to arbitrate wages, production standards, or health and safety.

E. TIME LIMITS. It is understood that time limits established between steps of the grievance procedure may be extended by mutual agreement. In the event the Union fails to either request an extension of the time limits or appeal a grievance to the next step within the time limits, the grievance shall be considered resolved on the basis of the Company's last answer in the preceding step of the grievance procedure. Failure of the Company to either request an extension of grievance procedure time limits or to respond to a grievance within the time limits established in sub-sections A and B of this Section 1 will cause the grievance to be automatically advanced to the next grievance procedure step; however, in no case will such a grievance be automatically advanced into the arbitration step of the grievance procedure. When a grievance has been satisfactorily settled, the terms of the settlement shall be reduced to writing and copies furnished to both parties.

**Article VI Cont.**

**F. RETROACTIVITY.** Any claims, including claims for back wages by an employee covered by this agreement, or by the Union against the Company, shall not be valid for any period prior to the date the grievance was first filed. In any case, the claims shall be limited to thirty (30) days retroactive to the date the grievance was first filed.

Deductions from an employee's wages to recover overpayments made due to Company error shall be limited retroactively to a period not to exceed thirty (30) days prior to the date the employee was first notified of the overpayment.

**SECTION 2. PAY FOR UNION TIME.** Members of the Union Bargaining Committee and stewards will be paid for time spent in grievance settlement, provided, in the opinion of Management, the privilege is not abused.

Time spent in meetings with Management on grievances outside the employee's regular eight (8)-hour shift will be paid for by the Company only if the Company requests that the meeting be continued beyond the employee's regular quitting time.

In the event that a shop committeeman assigned to work during other than day shift working hours is scheduled to attend a meeting with Management during day shift working hours within the regular

**Article VI Cont.**

work week, he will be paid as herein specified and his plant work schedule for that day will be reduced by the amount of time spent in the meeting with Management. In no case will the shop committeeman affected be entitled to any special pay premiums under this agreement's Article XI, Section 1(a) as a consequence of attending such meetings.

Union negotiating committee members will be paid by the Company for regular work time missed during the normal work week as a result of labor agreement negotiations with Management.

The rate of pay for Union representatives while settling grievances and while meeting with Management will be their hourly rate.

**SECTION 3. PERMISSION FOR UNION TIME.** No Union representative shall seek grievance settlement or use any time for grievance investigation without first receiving permission from his foreman. Any Union representative authorized to function in a department in which he is not himself employed must notify his own foreman before leaving his job or department and must check with the supervisor of the department to which he is going before proceeding further. The Company will recognize only the Union representative(s) designated to handle grievances in the appropriate step of the procedure.

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**SECTION 4. PAY RATE, PRODUCTION STANDARD AND HEALTH & SAFETY GRIEVANCES.** Any grievance concerning a rate or production standard which cannot be settled with the foreman or the superintendent shall be immediately reduced to writing and presented by a Union Bargaining Committee member to the Company representative in the third step. The Company will promptly investigate and attempt to resolve such grievance. If the Union requests that an Industrial Engineer or Time Study Man from the International be given an opportunity to investigate the disputed standard, such representative shall be allowed access to observe the job in dispute upon application to the Company in advance of the date of plant entry. He will, likewise, be permitted to check with the Company Industrial Engineer; and, in such case, it is agreed to hold the grievance in the third step until this can be accomplished. The same procedure will be followed at the Union's request by the International Compensation and Safety Department Representative in grievances at the third-step level involving health and safety.

**SECTION 5. OFF-SHIFT PLANT ENTRY.** When entering the plant on his own time for the purpose of investigating a grievance on an off-shift, the president, or his alternate in case of the president's absence, shall sign in with the plant guard or plant supervision and report first to the supervisor on the shift. When entering a department for the purpose of this investigation, the president, or his alternate

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Article VI Cont.

in case of the president's absence, will make his presence known to the department supervisor and will not discuss the grievance with any employee without first notifying the supervisor.

**ARTICLE VII — STRIKES AND LOCKOUTS**

The Company agrees that during the term of this agreement there shall be no lockouts until all of the grievance procedures, including arbitration, have been exhausted, and in no case on which the arbitrator shall have ruled, and in no other case on which the arbitrator is not empowered to rule until after negotiations have continued for three (3) days. A layoff due to lack of work shall not be construed as a lockout.

The Union agrees that during the term of this agreement there shall be no strikes, slow-downs, or stoppage of work until all the grievance procedures, including arbitration, have been exhausted, and in no case on which the arbitrator shall have ruled, and in no other case on which the arbitrator is not empowered to rule, until after negotiations have continued for three (3) days, and not even then unless authorized by the International Union, U.A.W.

**ARTICLE VIII — DISCIPLINE AND DISCHARGE**

**SECTION 1. GENERAL.** It is mutually agreed that the Company may adopt and publish rules of con-

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**Article VIII Cont.**

duct for all employees governing their conduct while upon the premises of the Company, provided that such rules are not contrary to the terms of this agreement.

**SECTION 2. RULE VIOLATION PENALTIES.**

Any employee of the Company who violates the published rules of conduct or other reasonable published requirement of the Company shall be subject to disciplinary action by the Company up to and including discharge.

**SECTION 3. DISCIPLINE PENALTY LIMIT.** It is recognized that an employee should be allowed to improve his status; therefore, disciplinary action shall relate only to those violations of the immediate past twelve (12) calendar months. Furthermore, when an employee has received no disciplinary action for a twelve (12)-month period, his record shall be cleared.

**SECTION 4. DISCIPLINARY HEARINGS.** An employee who is removed from his work or called to an office for interview regarding unsatisfactory work or conduct or for violation of shop rules shall be represented by a steward or committeeman. The employee will be informed of his right to such representation.

The Company agrees to permit any seniority employee who has been disciplined by layoff or discharge to present his case to Management at the earliest possible date.

**Article VIII Cont.**

An employee will be suspended from work in the event violation of a plant rule warrants consideration of discharge. Imposition of the discharge penalty or of any lesser penalty Management may subsequently decide to impose will be delayed until after a Union-Management meeting, providing the Union Committee requests such meeting promptly subsequent to notification.

**SECTION 5. DISCIPLINARY PROTESTS.** In the event a discharged or disciplined employee desires to have the Union review the case with the Company, the matter will be handled in accordance with the grievance procedure as outlined in Article VI hereof.

**SECTION 6. DISABILITY PLACEMENT OPTION.** A seniority employee physically unable to fulfill the requirements of his job shall not be subject to discharge until after he has had a reasonable chance to qualify for other work in the same department or plant.

**SECTION 7. ABSENTEEISM AND TARDINESS.** Upon accumulating a total of five (5) points for unexcused absence and/or tardiness in a six (6)-month period, employees will be issued a written warning. On the sixth (6th) point, employees will be issued a one (1)-week disciplinary layoff and on the seventh (7th) point, employees may be discharged.

#### Article VIII Cont.

Employees shall be notified in writing within three (3) working days of the occurrences whenever they are charged with points for absenteeism or tardiness.

Absence due to illness will not be counted provided the employee has a good attendance record overall and provided further that excessive time off because of illness does not result from such consideration.

Absences due to accident or death in the immediate family will not be counted if acceptable proof is presented.

Employees who have no unexcused absences or tardiness for a period of six (6) calendar months will have their records cleared.

For the purpose of arriving at the number of points for unexcused absence and/or tardiness as referred to above, each day of unexcused absence will be counted as one (1) and each unexcused tardiness of less than one (1) hour will be counted as one-quarter ( $\frac{1}{4}$ ) and each unexcused tardiness of one (1) hour or more will be counted as one-half ( $\frac{1}{2}$ ).

For example, four (4) days of unexcused absence and two (2) occasions of tardiness of less than one (1) hour will total four and one-half ( $4\frac{1}{2}$ ) points.

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#### Article VIII Cont.

Upon advance application to the foreman, an employee may be given an excused absence if he presents an acceptable reason. Such requests will be approved or disapproved by the foreman as soon as possible, but in no case later than the end of the shift on which the request was made.

#### ARTICLE IX — SENIORITY

**SECTION 1. PROBATIONARY PERIOD.** All employees are probationary until they have completed six (6) calendar weeks of employment. After such period, they shall be considered seniority employees.

**SECTION 2. SENIORITY DEFINITIONS & APPLICATION.** Each employee covered by this agreement shall have plant seniority and home department seniority. Both shall be equal to the total length of service with the Company.

Home department seniority will apply to the department into which an employee is hired or into which he is transferred at his request as hereinafter provided. By virtue of home department seniority, an employee will be afforded all seniority privileges to which this agreement makes reference; seniority privileges of employees placed into departments other than their respective home departments will be as per this Article's Section 5(C).

**Article IX Cont.**  
**SECTION 3. SENIORITY COVERAGE.** Seniority lists cover the following departments:

Maintenance  
Tool Room  
Fabrication - Mechanical  
Fabrication - Anodize  
Buffing  
Paint  
Extrusion  
Extrusion Die Repair  
Forge  
Shipping and Receiving  
Building and Grounds  
Laboratory Helpers  
Inspection  
Sample Maker  
Layout Inspector

**SECTION 4. PERMANENT WORK FORCE INCREASES.** The procedure reflected within this Section 4 will be followed when the work force is to be increased for an undetermined period of time except that job classifications identified with Maintenance Journeyman and Apprentices, Tool and Die Journeyman and Apprentices, Extrusion Die Repairmen and Trainees, Sample Makers, and Layout Inspectors will be increased in accordance with this agreement's Article XVII. Sub-paragraphs of this section are reflected in priority order.

**A. JOB CLASSIFICATION BIDS.** Employees of the department wherein an opening exists will

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**Article IX Cont.**

be returned to job classifications obtained through the bidding procedure to which reference is made in this section's sub-paragraph B in line with their department seniority.

**B. JOB POSTING WITHIN THE DEPARTMENT.** If an opening is not filled through this section's sub-paragraph A, employees of the department wherein an opening exists will be afforded the first opportunity to fill an open job. A notice of job opening and required qualifications will be posted on the bulletin board of the Department in which such opening exists for two (2) working days. Employees of the department in which such opening exists who sign the bulletin board notice will be considered for the job opening. Employees shall be considered for the job on the basis of department seniority. The most-senior bidder will not be awarded a posted job if he has failed to satisfactorily perform the job on a previous occasion and if, since failing to perform the posted job satisfactorily, he has not performed other work within the plant which would warrant affording him another opportunity to perform the posted job, or if he is not qualified to perform job duties. Job qualifications, length of trial period, and whether the employee has satisfactorily completed the trial period shall be determined by the Company.

Job openings which are created by absenteeism, leave of absence, and vacation will not be

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posted; however, job openings caused by extended medical leaves of thirty (30) and more calendar days will be posted and seniority rights of successful bidders will be as per this Article's Section 5(C). Providing seniority permits, an employee who returns from extended medical leave will be placed into the job classification and department he vacated. The employee who filled the temporary vacancy caused by an extended medical leave will be reassigned either to the "Production Helper" classification or an open job which has not been filled by the job posting procedure.

Permanent job transfers shall be effective on the Monday following reassignment.

**C. HOME DEPARTMENT RECALL.** If an opening is not filled through this section's subparagraphs A and B, an active payroll employee with home department seniority within the department wherein the job opening exists who is working in another department will be transferred. The phrase "home department recall" includes all employees who were transferred into a department at their request whether or not such employees completed thirty (30) or more calendar days of employment. An employee whose inter-department transfer request has been honored will not be recalled to him immediately preceding home

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department during his first thirty (30) days within his new home department. An employee must accept recall to his home department.

**D. EMPLOYEE JOB TRANSFER REQUESTS.**

In the event that an opening cannot be filled through this section's subparagraphs A, B, or C, employee-initiated job transfer requests for work in another department will be reviewed. The effect of honoring an employee request for inter-department transfer will be to change his home department for purposes of seniority administration under this agreement's terms.

Employees may apply for a transfer at the Personnel Department for departments outlined in Section 3 other than their own. An employee requesting transfer to a different department shall be considered on the basis of department seniority. The most-senior bidder will not be awarded a job opening if he has failed to satisfactorily perform the job on a previous occasion and since failing to perform the posted job satisfactorily he has not performed other work within the plant which would warrant affording him another opportunity to perform the posted job. Employees so transferring must follow the established procedure of job progression to qualify for promotion. The Company reserves the right to retain an employee who otherwise would be transferred

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for a reasonable length of time in order to train his replacement. The Company will promptly attempt to obtain and train such replacement.

All employees transferred to a job in another department as outlined in Section 3 shall retain their seniority in the old department for a period of thirty (30) calendar days and shall start accumulating seniority in the new department the first day. After the thirty (30) calendar days' service in the new department, the transfer shall be considered permanent and an employee's seniority in the new department shall equal his total length of service in the plant.

Subsequent to granting an employee request for inter-department transfer, all time worked in the new home department will count toward fulfilling the thirty (30)-calendar-day requirement, even though such work time may be interrupted by temporary transfer, temporary layoff, or permanent layoff.

In the event an employee who has requested and received a transfer to another department is laid off from the new department before completing thirty (30) calendar days of service, he shall be credited with the number of days worked in the new department and, upon recall, must complete the number of days needed to total thirty (30) calendar days before

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## Article IX Cont.

being given full seniority in the new department. When several employees with fewer than thirty (30) calendar days of service are laid off from a department which they have requested (i.e., their new home department), recall priority shall be in order of the most calendar days completed prior to layoff. An employee laid off from his regular department must return to such department when recalled and will maintain and accumulate seniority in his original department only.

**E. RECALL FROM INACTIVE STATUS.** In the event a job opening cannot be filled through this section's sub-paragraphs A, B, C or D, the inactive payroll employee with the most plant-wide seniority will be recalled to active employment.

**F. NEW HIRE.** If an open job cannot be filled through this section's sub-paragraphs A, B, C, D or E, the Company may hire a new employee to fill the job vacancy.

**SECTION 5. PERMANENT WORK FORCE REDUCTION.** The procedure reflected within this Section 5 will be followed when the work force is to be decreased for an undetermined period of time except that job classifications identified with Maintenance Journeyman, Tool & Die Journeyman and Apprentices, Extrusion Die Repairman, Sample maker, Layout Inspector and Trainees will be

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**Article IX Cont.**

decreased in accordance with this agreement's Article XVII.

**A. LAYOFF SEQUENCE.** Employees will be reduced from classifications and departments to the end that those employees with the least plantwide seniority will be laid off from the active payroll. Layoffs will be effected in accordance with the following sequence which is reflected priority order.

1. Probationary employees within the department.
2. Employees working in the department under alternate placement (i.e., this Article's Section 5B).
3. The least-senior employees with departmental seniority, whether placement was obtained through hiring or through employee-initiated transfer requests (i.e., this Article's 4D).

**B. ALTERNATE PLACEMENT.** An employee reduced from his home department will be placed into other jobs or on layoff from the plant in accordance with the following:

1. Providing an opening exists, such employee must accept placement into an open job within another department which he

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can perform without training.

2. If an open job does not exist, such employee may replace (i.e., bump) the employee on the active payroll with the least plantwide seniority providing he can perform required job duties without training. In all cases, the employee with the least plantwide seniority will be removed from the active payroll regardless of whether or not he has home department seniority within the department from which he is displaced. If he does exercise his bumping privilege and remains in the plant, he may then (if he has suffered reduction in pay by bumping) apply to the Personnel Department for a higher-paying job plant-wide if he has previously satisfactorily performed such job in this plant. If such a job is held by an employee with less plant-wide seniority, he will be assigned to the job and shift held by the most-junior employee in such classification. Bumps will become effective at the start of the next pay period immediately following exercise of the privilege.

3. In the event that an opening within another department does not exist and in the event the reduced employee chooses not to bump or cannot bump by virtue of insufficient seniority, he will be placed on the inactive payroll as a layoff. An employee who

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chooses to be laid off rather than to bump must accept the first open job when recalled from layoff.

**C. SENIORITY PRIVILEGES UNDER ALTERNATE PLACEMENT.**

An employee who is placed into a department other than his home department for up to thirty (30) calendar days under this agreement's terms may not bid for an open job within the department, may initiate a request for transfer to another department, must accept temporary transfers, may not exercise shift preference, and may not share in overtime opportunities except as a "qualified volunteer", under this agreement's Article XI, Section 1F.

An employee who is placed into a department other than his home department for thirty (30) or more calendar days may bid for open jobs within the department, initiate requests for inter-department transfers, exercise shift preference, and share in departmental overtime opportunities as per this agreement's terms. In addition, such employee will retain recall rights to his home department, layoff from which resulted in his placement into an alternate department. In the event an employee on alternate placement for thirty (30) or more calendar days is awarded a bid job, his home department will become the one into which he was alternately placed and his recall

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right to his immediately preceding home department will cease. All time worked under alternate placement within another department between layoff from home department and recall to home department will count toward fulfilling the thirty (30)-calendar-day requirement even though such work time may be interrupted by subsequent alternate placements, temporary transfers, temporary layoffs, or permanent layoffs; however, all such work time will be permanently lost when an employee is recalled to his home department.

**SECTION 6. TEMPORARY TRANSFERS.**

Temporary transfers of active payroll employees on a shift may be made for up to and including five (5) consecutive working days in accordance with this Section 6. The Company will establish from which department and job classification employees may be spared. Temporary transfers within a department will be offered to qualified employees of the classification from which employees may be spared in order of seniority; however, the least-senior qualified employee will be obliged to accept such transfers. Temporary transfers between departments will be offered to qualified employees of the department and classification from which employees may be spared in order of seniority; however, the least-senior qualified employees will be obliged to accept such transfers. A temporarily transferred employee may not bid, may initiate

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interdepartment transfer requests, may not exercise shift preference, and may not share in overtime opportunities except as a "qualified volunteer" under this agreement's Article XI, Section 1F.

In the event the Company transfers an employee to a temporary job, the employee so transferred shall take the rate of pay of his original job or the rate of pay of the job to which transferred, whichever is higher.

**SECTION 7. PREFERENTIAL SENIORITY.** All persons elected or appointed to hold local Union positions must be employees of the Company. The president, vice president, recording secretary, financial secretary, guide, sergeant, at arms, trustees, and members of the Bargaining Committee of the Union shall head the seniority list during their terms of office but shall be returned to their original standing upon termination of their service on said Committee or in said office. The president, recording secretary, financial secretary, and members of the Bargaining committee shall be assigned to shifts of the Union's choice within their respective job classifications during their terms of office; but, such Union officers shall be assigned a shift according to their seniority upon expiration of their terms of office. Stewards shall head the seniority lists in their respective departments or districts during their terms of office. The local officers, committeemen, and stewards shall in the event of a layoff be continued at work as long as

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there is a job in their respective departments which they are able to do without training. Seniority under this section will apply to layoff and recall only.

**SECTION 8. SUPERVISORS-SENIORITY & BARGAINING UNIT WORK.** On and after Sept. 3, 1975, a bargaining unit employee (i.e., an included employee) who accepts a transfer to a job with the Company which is not covered by the labor agreement (i.e., an excluded job) will cease to accumulate seniority under this contract six (6) consecutive calendar months immediately following the date of transfer to an excluded job and will retain the seniority accumulated until such time as service with the Company is terminated. On and after Sept. 3, 1975, a bargaining unit employee who occupies an excluded job will continue to accumulate seniority under the labor agreement for six (6) consecutive calendar months, after which seniority accumulation will cease and he shall retain the total amount of seniority accumulated as of that date.

An excluded employee with seniority under this agreement will be placed into work covered by this contract at his or the Company's election; such placement will be into any open job which he can perform or, if none exists, into any non-posted job held by an employee with lower seniority.

Foreman and supervisory employees shall not

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perform work normally done by bargaining unit workers, except in case of emergency or for instruction or experimental purposes. The restriction on supervisors performing work normally done by bargaining unit workers shall not apply to the foreman of the Tool Room nor shall it apply to Maintenance supervisors performing electrical work such as they have performed in the past.

**SECTION 9. TEMPORARY LAYOFFS.** If, due to acts of god or to circumstances beyond the Company's control, the work force must be temporarily reduced, employees may be laid off for up to and including five (5) consecutive working days. Senior employees of the affected department and shift will be given preference for available work and the least-senior employees of the affected department and shift will be laid off providing senior employees are able to perform required work. Temporarily laid off employees will not be privileged to bump.

**SECTION 10. RECALL NOTIFICATION.** Employees shall be notified of their recall to work by either personal message, telephone, or telegraph, confirmed by certified mail, return receipt requested. Upon being recalled, employees who fail to report for work within the period outlined in Section 11, Item D, of this Article shall be considered to have voluntarily quit.

**SECTION 11. SENIORITY BREAKOFF.** Seniority is broken under the following conditions:

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A. When an employee quits.

B. When an employee is discharged.

C. Being laid off the Company payroll continuously for a period as follows:

1. One (1) year for seniority employees with less than one (1) year seniority at the time of layoff.
2. For a period of time equal to the length of seniority at the time of layoff, up to a maximum of three (3) years for employees with one (1) to three (3) years' seniority.
3. Employees with more than three (3) years' seniority may obtain protection for an additional two (2) years (making a total maximum of five (5) years from date of layoff) by indicating to the company in writing that it is their intention to return to work when recalled. Such notice must be given to the Company and the Union by registered mail fifteen (15) days following the three (3) continuous years of layoff referred to above.
- D. Failure to notify the Company of intention to return to work within three (3) days after receiving notice sent by the Company through certified mail, return receipt requested, and

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failure to return to work within five (5) days from receipt of notice from the Company. No employee shall lose his seniority if failure to return to work when called is caused by sickness or accident, provided that the Company is notified thereof within three (3) days from the time notice is received and provided, further, that such employee upon his recovery shall immediately report to the Company for work. The chairman of the Bargaining Committee of the Union will be notified in writing of any employee's failure to report for work within three (3) days after notice has been received. In the event that the United States Postal Service returns such notice as undeliverable at the address last reported by the employee to the Company, as per this contract's Article XVI, Section 10, his seniority will be terminated.

E. Failure to come to work for three (3) consecutive days without properly notifying the Company and without giving acceptable reason for such absence.

F. When an employee retires and receives a non-disability pension under the pension plan.

G. Failure to report for work within ninety (90) calendar days after receiving a military discharge; provided, however, that discharged servicemen on medical leave of absence shall not be subject to the provisions of this subsection.

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H. Failure to report for work upon the expiration of a leave of absence without giving an acceptable reason.

**SECTION 12. SENIORITY LISTS AND UNION OFFICER LISTS.** The Company will furnish to each member of the Bargaining Committee and stewards a complete plant seniority list each three (3) months. Copies will be posted on the bulletin boards. The Company will maintain in the Personnel Department a master seniority list which will be kept up to date all at times. Two (2) or more employees having the same date of first employment shall, for all seniority consideration be listed as follows: Day Shift employee ranks first and Afternoon Shift employee ranks second, and Midnight Shift employee will be given the following day's date. If two (2) or more employees begin work on the same shift, they will rank according to the order in which the employment paperwork is completed. If transferred to another department, they will be ranked according to the plant-wide master seniority list. The Company will furnish to the Union each month a list of additions or deletions.

The Recording Secretary of the Union will provide the Company with an up-to-date written list of committeemen, officers, and stewards each three (3) months and/or whenever there are changes.

**SECTION 13. SHIFT PREFERENCE.** Once each three (3) months, employees having departmental

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may use his vacation leave time as he sees fit, but leaves of absence will not be given in order or for the reason that the employee wishes to do other work, either for others or on his own farm or house or business.

**SECTION 4. MEDICAL LEAVE.** An employee who shall become ill and whose claim is supported by competent medical evidence shall be granted a sick leave of absence for the period of such disability provided it does not exceed three (3) years, medical leaves precipitated by circumstances to which specific reference is made in Section 14 of this agreement's Article IX will be granted for up to five (5) continuous years or a period of time equal to the employee's seniority, whichever is greater, providing the need for such an absence is substantiated by competent medical authority.

An employee returning from a medical leave of absence must present to the Company Medical Department a return-to-work permit from the employee's personal physician. Under normal circumstances, if the medical leave of absence was of three (3) weeks or more duration, the employee will be examined by the Company physician before being allowed to resume work; however, the Company reserves the right to require examination by the Company doctor following any absence due to illness or injury. Examination by the Company doctor, when required following a medical leave of

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absence, will be handled with the least delay possible consistent with the other demands on the doctor or his substitute doctors.

If, following a leave of less than three (3) weeks' duration, examination by the Company doctor is required in addition to the return-to-work permit from an employee's personal doctor, such employee will be notified of the time and place for the examination so that work time otherwise available will not be lost. In the event the employee is approved for work by the Company doctor and otherwise available work time has been lost, the employee will be paid an amount equal to that which he would have earned during such lost time, providing the employee has notified the Company of his availability for work at the earliest reasonable time following release by his personal physician.

In any case wherein an employee has been released by his personal doctor to return to work from a medical leave of absence and the Company doctor subsequently refuses approval for such return, and if the employee has been receiving sickness and accident benefits and/or is otherwise eligible for such benefits, those benefits will be paid until return to work is allowed or until the maximum benefit limit is reached.

**SECTION 5. OTHER WORK DURING LEAVE.**  
An employee while on leave of absence accepting employment by others for compensation without

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permission of the Company and the Union shall be deemed to have voluntarily quit.

**SECTION 6. UNION AND POLITICAL LEAVES.**

Employees elected or selected to perform union duties and employees elected to public office in their respective counties or states or in the United States Congress shall be granted leave of absence until such service shall end.

**SECTION 7. PREGNANCY LEAVE.**

A pregnant employee will be granted an approved pregnancy leave of absence to become effective on the date that the condition of pregnancy interferes with an employee's ability to perform regular job duties in a safe manner and to terminate on the day immediately preceding the first regularly scheduled work day on which an employee is first able to resume regular job duties in a safe manner. When such a leave will commence and terminate will be determined by a doctor; however, in no case will a pregnancy leave span more than nine (9) consecutive calendar months unless the need to extend the leave is corroborated by a written statement from a medical doctor. As is the case with any leave precipitated by medical causes, the Company may cause such employee to be examined by its medical doctor at any time before, during, or after a pregnancy leave of absence. A pregnant employee is obliged to notify the Company of the need for a pregnancy leave as soon as possible before the pregnancy leave commences and terminates.

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**SECTION 8. PEACE CORPS LEAVE.**

Any employee who has seniority and who is accepted for service in the Peace Corps shall, upon making written application, be granted a leave of absence for his first term of service in the Corps, not to exceed a period of thirty (30) months. Seniority will accumulate during the period of such leave.

**SECTION 9. EDUCATIONAL LEAVES.**

Employee veterans who have acquired seniority and other employees with seniority of one (1) or more years who desire to further their education may make application for a leave of absence for that purpose. The granting of such a leave shall be subject to mutual agreement between the Company and the Union following consideration of the applicant's length of service and type of schooling to be followed. Such a leave shall be continuous for a period not to exceed twelve (12) months. Additional leaves of absence may be granted at the option of Management.

**SECTION 10. SENIORITY CONTINUATION DURING LEAVES.**

Seniority shall accumulate during authorized leaves of absence.

**ARTICLE XI —  
WAGES, HOURS, AND OVERTIME**

**SECTION 1. OVERTIME.** For the purpose of computing overtime premium pay, the regular working day is eight (8) hours and regular working week is forty (40) hours.



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The working week shall be deemed to commence with the No. 1 shift Monday (7:00 p.m.-Sunday to 5:00 a.m. Monday) and ends one hundred sixty-eight (168) hours thereafter.

Work schedules which exceed eight (8) hours per day or forty (40) hours per week shall be compensated for as follows:

- A. **DAILY.** Time and one-half will be paid for all hours worked in excess of eight (8) hours per day in any continuous twenty-four (24) hours beginning with the starting time of the employee's shift, and for all hours worked in excess of forty (40) hours per week. When hours are worked in excess of eight (8) in twenty-four (24) hours because of an employee-requested shift change, such hours will not be considered for overtime premium pay unless those hours otherwise qualify for such premium pay.
- B. **SATURDAY.** Time and one-half will be paid for Saturday work. No employee shall be laid off during the week for the purpose of avoiding overtime payment.
- C. **SUNDAY AND HOLIDAYS.** Double time will be paid for work on Sundays and for work on the designated holidays.

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- D. **PYRAMIDING.** There shall be no pyramiding of overtime pay, and allowance made for time not worked shall not be used in computing hours worked.

- E. **NOTICE.** When possible, the Company agrees to give nine (9) working hours' previous notice of work to be performed on Saturdays and holidays.

- F. **OVERTIME WORK OPPORTUNITIES.** When overtime is necessary, employees who hold the classification involved shall work the overtime period. Insofar as practical, employees working on the same operation shall have the overtime divided equitably among them. Employees may decline the overtime subject to the remainder of this paragraph. Overtime regularly scheduled for periods of time will be rotated. Daily overtime on a casual basis will be performed by the man who holds the classification and job involved. (If he is notified of the overtime work the preceding day, it will be compulsory for him to perform such daily overtime. If he is notified on the day when the overtime is scheduled to be performed, it will be voluntary.)

Regarding Saturday overtime, the Company will follow its past practice of going outside of the department and classification scheduled to work to get qualified volunteers in the event

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a sufficient number of employees in the department affected do not wish to work overtime. Having done this and still not having sufficient employees willing to work the Saturday overtime, the company will then assign the overtime work to employees in the classification in the order of inverse seniority with the junior qualified employee assigned first, etc., until the Company has obtained sufficient employees to do the work. This provision does not apply to temporary employees, nor does it apply to Sunday overtime, except that it will apply to Sunday on breakdown situations and in case of national emergency.

### G. EQUALIZATION OF OVERTIME. All employees' overtime hours will be adjusted to zero (0) beginning 9/3/78. The following provisions of this paragraph apply to weekend overtime:

When an entire department is scheduled to work overtime, this information will be posted on the department bulletin board by Wednesday noon. All employees will report for work on their regular shift unless they inform their foreman by 7:00 a.m., Thursday that they do not want to work the overtime offered, in which case they will be charged with the equivalent overtime hours. If an employee is absent on Wednesday, he will be scheduled to work the overtime. If he is also absent Thurs-

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day, he will be deleted from the overtime schedule and charged the equivalent hours. The jobs will then be filled by qualified volunteers from outside the department.

When a partial department is scheduled to work, scheduled overtime will be offered to employees in their classification within the department in the order of least amount of overtime hours until jobs are filled. The determining factor in overtime assignment will be the least number of overtime hours worked or charged without regard to seniority. The first employees asked will be offered work on their regular shift until the employees' regular shifts are filled. Next employees asked will be offered work on a shift other than their regular shift. When an employee is offered overtime, he will be advised of the day, shift, and job. The employee must accept or reject the overtime offer at the time the offer is made. An employee who refuses offered overtime will be charged with the equivalent number of overtime hours. If an employee is absent for any reason when the overtime is offered, he is automatically charged the equivalent overtime hours.

Two (2) lists reflecting overtime hours worked by volunteers (i.e., a plant-wide list and a departmental list) will be maintained by the

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Personnel Department in order to equalize overtime hours worked out of classification or out of regular department. When insufficient employees in a department volunteer to work scheduled weekend overtime, qualified volunteers from other departments will be offered overtime according to the least number of overtime hours worked or charged in departments other than their own. Hours included on the "volunteer" list will not be included in the department lists.

Union representatives will be charged overtime hours in the same manner as any other employee. In the event that an employee is no longer a Union representative, his overtime hours within his classification will be adjusted to the highest number of overtime hours within the classification.

When an employee is awarded a new job classification or is transferred to a different department, his overtime will be adjusted to the highest number of overtime hours within the classification.

However, employees in the "fabrication set-up man" classification will participate in overtime rotation only after qualification. or when a qualified employee in his department, classification and shift is also scheduled for the same overtime hours.

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An employee laid off from his department for not more than thirty (30) days shall continue to be charged for overtime hours on the department volunteer list, which would have been offered had the employee not been placed on layoff.

Layoffs of more than thirty (30) days - the employee will have his overtime hours adjusted to the highest number on the volunteer list upon his return from department layoff.

An employee who accepts an overtime assignment and who fails to report for work without acceptable excuse will be charged double the overtime hours available to work.

### H. UNION REPRESENTATION ON OVERTIME.

When five (5) or more people are scheduled to work overtime in a steward's department or district, the steward will be offered an opportunity to work provided he is qualified to do one of the jobs scheduled to be performed. If the steward is unavailable or unable to perform one of the jobs scheduled, a Bargaining Committeeman will be offered work in his place, provided he is qualified to perform one of the jobs scheduled to be done. This will be handled according to established past practice.

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**I. UNION TIME AWAY FROM PLANT. No**

Local Union officer shall take time away from the plant for the purpose of conducting Union business except with the permission of his foreman or supervisor. Such permission shall be freely granted. In the event such officer leaves the plant with permission during his work shift to perform duties for the Union, the time so taken shall, for the purpose of computing overtime pay, holiday pay, pension and vacation credits, be considered as time actually worked.

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deemed to be working the No. 1 (Midnight) shift.

B. An employee whose scheduled shift starts on or after 5:00 a.m. but before 10:30 a.m. shall be deemed to be working the No. 2 (Day) shift.

C. An employee whose scheduled shift starts on or after 10:30 a.m. but before 7:00 p.m. shall be deemed to be working the No. 3 (Afternoon) shift.

**SECTION 2. HOLIDAY PAY COMPUTATION.**

Employees will be paid eight (8) hours' pay at their regular straight-time hourly rate, exclusive of night shift and overtime premium for the holidays specified elsewhere in this contract, providing they meet all of the eligibility rules set forth in this contract.

**SECTION 3. SHIFT DESIGNATION.**

A. An employee whose scheduled shift starts on or after 7:00 p.m. but before 5:00 a.m. shall be

**SECTION 4. REPORT PAY. Any employee per-**

mitted to report for work without having been notified that there will be no work will be given four (4) hours' work of four (4) hours' pay at his regular rate. This provision shall not apply when the lack of work is due to labor dispute at this plant, fire, acts of God, utility failures, or other causes beyond the control of the Company. Employees absent at the time notice is given that there will be no work and employees reporting for work following a leave of absence will not be entitled to call-in pay.

**SECTION 5. CALL-BACK PAY. Any employee**

called to work will be given a minimum of four (4) hours' work in the plant or four (4) hours' pay at his regular hourly rate. Any employee called to work during a shift other than the one he is regularly working, because of an emergency, will be paid a minimum of four (4) hours' pay, and may not be required to work beyond the duration of the emer-

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gency. This will not include persons continuing work into another shift beyond their regular working hours.

**SECTION 6. PAY CHECKS.** Under normal conditions, day shift employee paychecks will be distributed prior to the end of the regular shift on Thursday of each week; afternoon shift employee paychecks will be distributed prior to the lunch break on Thursday of each week; and midnight shift employee paychecks will be distributed prior to the lunch break on Friday of each week. However, any such employees who receive paychecks on Thursday and who do not complete their work shift on Thursday or who do not report to work on the scheduled next day following receipt of said paychecks will forfeit their privilege of being paid on Thursday until they have demonstrated improved work attendance.

**SECTION 7. SHIFT PREMIUM.** A shift premium of twenty-three cents (23¢) per hour will be paid to employees regularly working on the first (midnight) shift. A shift premium of eighteen cents (18¢) per hour will be paid to employees regularly working on the third (afternoon) shift.

**SECTION 8. WAGES.**

**A. COMPOSITION OF HOURLY PAY RATES.**

The hourly pay rates for each job classification to be paid for each hour worked and paid under this agreement's provisions during various

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time periods of this contract's term are subsequently reflected.

1. Hourly pay rates reflected for the period 9/3/78 through 9/2/79 include:

(a) Hourly pay rates in effect on 9/2/78.

(b) Eighty-six cents (86¢) per hour to all job classifications generated by the immediately preceding labor agreement's cost-of-living program.

(c) A general wage increase to all job classifications effective 9/3/78 as follows:

Rate as of 9/2/78	9/3/78 Increase
\$6.29 - \$6.64/hr.	19¢/hr.
\$6.65 - \$6.86/hr.	20¢/hr.
\$6.87 - \$7.30/hr.	21¢/hr.
\$7.31 - \$7.76/hr.	22¢/hr.
\$7.77 and over	23¢/hr.

(d) In addition to the general wage increase effective 9/3/78, the below listed job classifications shall receive the following equity adjustments effective 9/3/78.

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<u>Classification</u>	<u>Equity Adjustment</u>
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Skilled Trades Journeymen	40¢/hr.
Buffing	10¢/hr.
Lea, Sand & Debur	10¢/hr.
Ext. Press Utility	5¢/hr.
Labor Material Handler	5¢/hr.
Yard Man	5¢/hr.
Tank Maintenance	5¢/hr.
Truck Driver	50¢/hr.
Inventory	50¢/hr.

2. Hourly pay rates reflected for the period 9/3/79 through 9/2/80 include:

(a) Hourly pay rates in effect on 9/2/79,

(b) A general wage increase to all job classifications effective 9/3/79 as follows:

Rate as of 9/2/78	9/3/79 Increase
\$6.29 - \$6.64/hr.	14¢/hr.
\$6.65 - \$6.86/hr.	15¢/hr.
\$6.87 - \$7.30/hr.	16¢/hr.
\$7.31 - \$7.76/hr.	17¢/hr.
\$7.77 and over	18¢/hr.

3. Hourly pay rates reflected for the period 9/3/80 through 9/2/81 include:

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(a) Hourly pay rates in effect on 9/2/80.

(b) A general wage increase to all job classifications effective 9/3/80 as follows:

Rate as of 9/2/78	9/3/80 Increase
\$6.29 - \$6.64/hr.	14¢/hr.
\$6.65 - \$6.86/hr.	15¢/hr.
\$6.87 - \$7.30/hr.	16¢/hr.
\$7.31 - \$7.76/hr.	17¢/hr.
\$7.77 and over	18¢/hr.

B. Hourly pay rates by job classification during this contract's term, shall be as follows:

BARGAINING UNIT JOB CLASSIFICATIONS	Effective 9/3/78 Until 9/2/79			Effective 9/3/79 Until 9/2/80			Effective 9/3/80 Until 9/2/81		
	Start Rate	After 45 calendar days of employment	After 90 calendar days of employment	Start Rate	After 45 calendar days of employment	After 90 calendar days of employment	Start Rate	After 45 calendar days of employment	After 90 calendar days of employment
Janitor-Sweeper	\$6.35	\$6.41	\$6.48	\$6.49	\$6.55	\$6.62	\$6.63	\$6.69	\$7.76
Labor-Material Handler	6.46	6.53	6.59	6.60	6.67	6.73	6.75	6.82	6.88
Production Helper (Fab., Forge, Ext., Ship. & Rec., Paint Depts.)	6.71	6.77	6.85	6.86	6.92	7.00	7.02	7.08	7.16
Forge Saw Operator	6.74	6.81	6.88	6.90	6.97	7.04	7.06	7.13	7.20
Forge Tumbler Operator	6.74	6.81	6.88	6.90	6.97	7.04	7.06	7.13	7.20
Tank Maintenance	6.76	6.82	6.90	6.92	6.98	7.06	7.08	7.14	7.22
Yard Man	6.76	6.82	6.90	6.92	6.98	7.06	7.08	7.14	7.22
Ext. Baler Operator	6.76	6.83	6.90	6.92	6.99	7.06	7.08	7.15	7.22
Tool Keeper	6.79	6.85	6.92	6.95	7.01	7.08	7.11	7.17	7.24
Ext. Die-Head Man	6.79	6.85	6.92	6.95	7.01	7.08	7.11	7.17	7.24
Forge Belt Inspector	6.79	6.85	6.92	6.95	7.01	7.08	7.11	7.17	7.24
Fab. Anodize Hoist Operator	6.81	6.87	6.94	6.97	7.03	7.10	7.13	7.19	7.26
Forge Chamfer Operator	6.82	6.88	6.95	6.98	7.04	7.11	7.14	7.20	7.27

BARGAINING UNIT  
JOB CLASSIFICATION

	Effective 8/3/78 Until 9/2/79			Effective 9/3/79 Until 9/2/80			Effective 9/3/80 Until 9/2/81		
	Start Rate	After 45 calendar days of employment	After 90 calendar days of employment	Start Rate	After 45 calendar days of employment	After 90 calendar days of employment	Start Rate	After 45 calendar days of employment	After 90 calendar days of employment
Forge Grinder Operator	\$6.82	\$6.88	\$6.95	\$6.98	\$7.04	\$7.11	\$7.14	\$7.20	\$7.27
Silk Screener	6.82	6.88	6.96	6.98	7.04	7.12	7.14	7.20	7.28
Line Sender Operator (Machine Operator only)	6.83	6.89	6.97	6.99	7.05	7.13	7.15	7.21	7.29
Ext. Press Utility Man	6.84	6.90	6.97	7.00	7.06	7.13	7.16	7.22	7.29
Tool Room Helper	6.84	6.90	6.97	7.00	7.06	7.13	7.16	7.22	7.29
Fab. Anodize Rack Maker	6.85	6.92	6.98	7.01	7.08	7.14	7.17	7.24	7.30
Gas Welder	6.86	6.93	6.99	7.02	7.09	7.16	7.18	7.25	7.31
Torch Brazier	6.86	6.93	6.99	7.02	7.07	7.15	7.18	7.25	7.31
Lea. Sand & Debur	6.86	6.93	7.00	7.02	7.09	7.16	7.18	7.25	7.32
Stockkeeper	6.88	6.95	7.01	7.04	7.11	7.17	7.20	7.27	7.33
Ext. Billet Saw Operator	6.88	6.95	7.02	7.04	7.11	7.18	7.20	7.27	7.34
Warehouseman	6.89	6.96	7.02	7.05	7.12	7.18	7.21	7.28	7.34
Oiler	6.94	7.00	7.06	7.10	7.16	7.22	7.26	7.32	7.38
Screw Machine Operator	6.98	7.04	7.10	7.14	7.20	7.26	7.30	7.36	7.42

BARGAINING UNIT  
JOB CLASSIFICATION

	Effective 9/3/78 Until 9/2/79		Effective 9/3/79 Until 9/2/80		Effective 9/3/80 Until 9/2/81	
	After 45 calendar days of employment	After 90 calendar days of employment	After 45 calendar days of employment	After 90 calendar days of employment	After 45 calendar days of employment	After 90 calendar days of employment
Laboratory Helper	\$6.99	\$7.05	\$7.11	\$7.15	\$7.21	\$7.27
Fab. Set-Up Man	7.01	7.07	7.14	7.17	7.23	7.30
Floor Inspector	7.06	7.12	7.19	7.22	7.28	7.35
Hand Buffing (Separately or in combination with Deburring)	7.14	7.21	7.27	7.30	7.37	7.43
Extrusion Press Operator	7.17	7.23	7.30	7.33	7.39	7.46
Forge Press Operator	7.18	7.24	7.30	7.34	7.40	7.46
Truck Driver	7.21	7.27	7.35	7.38	7.44	7.52
Inventory	7.21	7.27	7.35	7.38	7.44	7.52
Screw Machine Operator & Set-Up	7.25	7.32	7.38	7.42	7.47	7.55

Skilled Job Classifications	Wage Progres- sion Steps	Hourly Pay Rates Effective 9/3/78 Until 9/2/79	Hourly Pay Rates Effective 9/3/79 Until 9/2/80	Hourly Pay Rates Effective 9/3/80 Until 9/2/81
Extrusion Die Repair	Start Rate	\$7.80	\$7.98	\$8.16
	After 6 months	7.86	8.04	8.22
	After 1 year	7.92	8.10	8.28
	After 1 1/2 years	7.98	8.16	8.34
	After 2 years	8.04	8.22	8.40
Layout Inspector	Start Rate	7.53	7.70	7.87
	After 6 months	7.59	7.76	7.93
	After 1 year	7.65	7.82	8.00
	After 1 1/2 years	7.71	7.88	8.06
	After 2 years	7.77	7.95	8.13
Sample Maker	Start Rate	7.45	7.62	7.79
	After 6 months	7.51	7.68	7.85
	After 1 year	7.57	7.74	7.91
	After 1 1/2 years	7.63	7.80	7.98
	After 2 years	7.69	7.86	8.04
Maintenance Dept. - Trainees (Other than Indentured Apprentices)	After 2000 hours	8.06	8.24	8.42
	After 3000 hours	8.14	8.32	8.50
	After 4000 hours	8.21	8.39	8.57
	After 5000 hours	8.30	8.48	8.68
	After 6000 hours	8.39	8.57	8.76
	After 7000 hours	8.47	8.65	8.83
	After 8000 hours	8.54	8.72	8.90



<u>Skilled Job Classifications</u>	<u>Wage Progression Steps</u>	<u>Hourly Pay Rates Effective 9/3/78 Until 9/2/79</u>	<u>Hourly Pay Rates Effective 9/3/79 Until 9/2/80</u>	<u>Hourly Pay Rates Effective 9/3/80 Until 9/2/81</u>
Maintenance Dept. - Indentured Apprentices	1st 1000 hours	\$5.55	\$5.87	\$6.79
	2nd 1000 hours	5.98	6.10	6.23
	3rd 1000 hours	6.41	6.64	6.68
	4th 1000 hours	6.83	6.98	7.12
	5th 1000 hours	7.26	7.41	7.57
	6th 1000 hours	7.69	7.85	8.01
	7th 1000 hours	8.11	8.28	8.46
	8th 1000 hours	8.11	8.28	8.46
	Approval by Joint Apprenticeship Committee	8.54	8.72	8.90
Tool Room - Trainees (Other than Indentured Apprentices)	After 2000 hours	8.20	8.38	8.56
	After 3000 hours	8.30	8.48	8.66
	After 4000 hours	8.37	8.56	8.73
	After 5000 hours	8.46	8.64	8.82
	After 6000 hours	8.54	8.72	8.90
	After 7000 hours	8.63	8.81	8.99
	After 8000 hours	8.70	8.88	9.06
Tool Room - Indentured Apprentices	1st 1000 hours	6.66	6.77	6.87
	2nd 1000 hours	6.09	6.22	6.34
	3rd 1000 hours	6.53	6.66	6.80
	4th 1000 hours	6.96	7.10	7.25
	5th 1000 hours	7.40	7.55	7.70
	6th 1000 hours	7.83	7.99	8.15
	7th 1000 hours	8.27	8.44	8.61
	8th 1000 hours	8.27	8.44	8.61
	Approval by Joint Apprenticeship Committee	8.70	8.89	9.06

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### C. WAGE ADMINISTRATION GUIDELINES.

1. To determine the effective date of forty-five (45) and ninety (90)-day rate increases, each calendar day shall be counted except for absences of more than five (5) consecutive days of scheduled work.
2. An employee appointed to group leader shall receive six cents (6¢) per hour above the highest hourly pay rate within the group he serves. Forty-five (45) calendar days thereafter, a group leader will be considered for an additional six cents (6¢) per-hour merit increase, which, if granted, will result in twelve cents (12¢) per hour above the highest rate in the group. (The highest prevailing hourly pay rate for the job classification "Extrusion Press Operator" will be the highest group rate within the Extrusion Department; the highest prevailing hourly rate for the job classification "Floor Inspector" will be the highest group rate within the Inspection Department.)
3. An employee placed into a higher-rated job classification shall receive the wage rate of the new job classification which is equal to the employee's former wage rate. If no wage rate in the new job classification is equal to the employee's former wage rate, the employee shall receive the wage rate of the new job classification which is above

## Article XI Cont.

and closest to the employee's former wage rate. After the completion of forty-five (45) calendar days of employment under the new job classification, an employee shall receive the next highest wage rate, if any. An employee with previous experience in a new job classification who is able to immediately and satisfactorily perform the new job shall receive the ninety (90)-day wage rate. An employee of a new job classification may be returned to his former job and seniority status at any time during his first forty-five (45) calendar days of employment in the new job classification if, in the supervisor's judgment, the employee has failed to show the ability necessary to continue in the new job classification.

4. An employee placed into a lower-rated job classification shall receive the same hourly pay rate he would have received had he upgraded to the job from a "Production Helper Classification". On or before the completion of forty-five (45) calendar days of employment in the lower-rated job classification, the employee shall receive the next wage rate step, if any. Should an employee have previous experience in the lower-rated job classification and be able to immediately and satisfactorily perform the new job without training, he shall receive the maximum hourly pay rate.

## Article XI Cont.

An employee who is down-graded to a production helper job classification shall receive the hourly pay rate which corresponds to his former hourly wage rate, providing he is able to immediately and satisfactorily perform the new job without training. After the completion of forty-five (45) calendar days of employment, the employee shall receive the next wage rate step, if any. Should an employee have previous experience and be able to immediately and satisfactorily perform the new job without training, he shall receive the maximum hourly pay rate.

An employee who is down-graded to a job with a wage rate lower than "Production Helper" shall receive the rate which corresponds to his former wage rate, providing he is able to immediately and satisfactorily perform the new job without training. After the completion of forty-five (45) calendar days of employment, the employee shall receive the next wage rate step, if any. Should the employee have previous experience in the new job classification and be able to immediately and satisfactorily perform the new job without training, he shall receive the maximum hourly pay rate.

**SECTION 9. NEW PAY RATE.** Rates for new job classifications as established by the Company shall

**Article XI Cont.**

be designated as temporary and the Union notified thereof within five (5) days. The rate shall be considered temporary for a period of one (1) month following the date of notification to the Union. During this period, the Union may request the Company to negotiate the rate for the job classification. The negotiated rate, if higher than the temporary rate, shall be applied retroactively to the date of the establishment of the temporary rate. If no request has been made by the Union to negotiate the rate within the one (1)-month period or upon completion of negotiations, the temporary rate or the negotiated rate, as the case may be, shall become the established rate for the job classification. If no agreement is reached within thirty (30) days after the Union requests the Company to negotiate the rate, the dispute over such rate may be submitted under the grievance procedure at Section C, but not subject to arbitration.

**SECTION 10. COST-OF-LIVING ALLOWANCE (COLA).**

**A. GENERAL.** For each hour worked and/or paid in accordance with this contract's terms, each employee covered by this agreement will receive the hourly COLA amount as may be in effect under provisions of this Section 10 in addition to the applicable hourly pay rate reflected in this Article's Section 8. The hourly COLA amount will be established and re-established in accordance with what is herein after provided.

**Article XI Cont.**

**B. BASIS OF ADJUSTMENT - CONSUMER PRICE INDEX (i.e., C.P.I. OR INDEX).** the hourly COLA amount under this program will be determined from the Revised 1967 = 100 Consumer Price Index (i.e., C.P.I.) for Urban Wage Earners and Clerical Employees published by the United States Bureau of Labor Statistics. In the event that the Bureau of Labor Statistics does not issue the hereinafter specified indexes on or before the hereinafter specified pay periods, adjustments warranted, if any, will become effective at the start of the first pay period after receipt of such indexes. No adjustments, retroactive or otherwise, shall be made due to any revision which may later be made in the published figures that have been used to calculate the adjustment amount for any period hereinafter specified. Continuance of this cost-of-living program is contingent upon the availability of C.P.I.'s in their present form and calculated on the same basis as the May, June and July, 1978 indexes, unless otherwise agreed upon by the Union and the Company. If the Bureau of Labor Statistics changes the form or the basis of calculating the C.P.I., the Union and the Company will request such Bureau to make available during the life of this agreement a monthly C.P.I. in the form and calculated on the same basis as the indexes to which reference is herein made.

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## THREE MONTH AVERAGES BUS CONSUMER PRICE INDEXES COST-OF-LIVING ALLOWANCE

189.8 - 190.0	0¢ per hour
190.1 - 190.3	1¢ per hour
190.4 - 190.6	2¢ per hour
190.7 - 190.9	3¢ per hour
191.0 - 191.2	4¢ per hour
191.3 - 191.5	5¢ per hour
191.6 - 191.8	6¢ per hour
191.9 - 192.1	7¢ per hour
192.2 - 192.4	8¢ per hour
192.5 - 192.7	9¢ per hour
192.8 - 193.0	10¢ per hour
193.1 - 193.3	11¢ per hour
193.4 - 193.6	12¢ per hour
193.7 - 193.9	13¢ per hour
194.0 - 194.2	14¢ per hour
194.3 - 194.5	15¢ per hour
194.6 - 194.8	16¢ per hour
194.9 - 195.1	17¢ per hour
195.2 - 195.4	18¢ per hour
195.5 - 195.7	19¢ per hour
195.8 - 196.0	20¢ per hour
196.1 - 196.3	21¢ per hour
196.4 - 196.6	22¢ per hour
196.7 - 196.9	23¢ per hour
197.0 - 197.2	24¢ per hour
197.3 - 197.5	25¢ per hour
197.6 - 197.8	26¢ per hour
197.9 - 198.1	27¢ per hour
198.2 - 198.4	28¢ per hour
198.5 - 198.7	29¢ per hour
198.8 - 199.0	30¢ per hour
199.1 - 199.3	31¢ per hour
199.4 - 199.6	32¢ per hour
199.7 - 199.9	33¢ per hour
200.0 - 200.2	34¢ per hour
200.3 - 200.5	35¢ per hour
200.6 - 200.8	36¢ per hour
200.9 - 201.1	37¢ per hour
201.2 - 201.4	38¢ per hour

# Article XI Cont.

C. ADJUSTMENT CALCULATION. Commencing with the first pay period beginning on or after September 1, 1978, and at three (3)-consecutive-calendar-month intervals thereafter, the hourly COLA will adjusted upwards or downwards, not to include reductions in the established hourly pay rates (i.e., as specified within this Article's Section 8), by one cent (1¢) for each full three tenths of one percent (i.e., .3 of 1%) change between three (3)-month C.P.I. averages for the most recent three (3)-consecutive-month period for which such statistics are available and for the three (3)-consecutive-month period immediately preceding. In determining the three (3)-month average of the indexes for a specified period, the computed average will be rounded to the nearest one-tenth (0.1) index point.

Following is a summary of COLA adjustment effective dates and three (3)-month averages on which the respective adjustments will be based and a table of three (3)-month average indexes from which the hourly COLA amount will be determined and re-determined in accordance with provisions of this Section 10.

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### THREE MONTH AVERAGES BUS CONSUMER PRICE INDEXES COST-OF-LIVING ALLOWANCE

201.5 - 201.7	39¢ per hour
201.8 - 202.0	40¢ per hour
202.1 - 202.3	41¢ per hour
202.4 - 202.6	42¢ per hour
202.7 - 202.9	43¢ per hour
203.0 - 203.2	44¢ per hour
203.3 - 203.5	45¢ per hour
203.6 - 203.8	46¢ per hour
203.9 - 204.1	47¢ per hour
204.2 - 204.4	48¢ per hour
204.5 - 204.7	49¢ per hour
204.8 - 205.0	50¢ per hour
205.1 - 205.3	51¢ per hour
205.4 - 205.6	52¢ per hour
205.7 - 205.9	53¢ per hour
206.0 - 206.2	54¢ per hour

(Etc. in accordance with the formula of one cent (1¢) for each three tenths of one percent (.3 of 1%) change in three (3)-month average indexes.)

Effective at the  
Start of the First  
Pay Period Beginning  
on or After

BASED UPON CHANGES IN AVERAGE INDEXES  
BETWEEN:  
Most Recent 3 Months Preceding 3 Months

Sept. 1, 1978	5/78, 6/78, 7/78	2/78, 3/78, 4/78
Dec. 1, 1978	8/78, 9/78, 10/78	5/78, 6/78, 7/78
Mar. 1, 1979	11/78, 12/78, 1/79	8/78, 9/78, 10/78
June 1, 1979	2/79, 3/79, 4/79	11/78, 12/78, 1/79
Sept. 1, 1979	5/79, 6/79, 7/79	2/79, 3/79, 4/79
Dec. 1, 1979	8/79, 9/79, 10/79	5/79, 6/79, 7/79
Mar. 1, 1980	11/79, 12/79, 1/80	8/79, 9/79, 10/79
June 1, 1980	2/80, 3/80, 4/80	11/79, 12/79, 1/80
Sept. 1, 1980	5/80, 6/80, 7/80	2/80, 3/80, 4/80
Dec. 1, 1980	8/80, 9/80, 10/80	5/80, 6/80, 7/80
Mar. 1, 1981	11/80, 12/80, 1/81	8/80, 9/80, 10/80
June 1, 1981	2/81, 3/81, 4/81	11/80, 12/80, 1/81

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**SECTION 11. BEREAVEMENT PAY.** When death occurs in an employee's family (i.e., spouse, parent, or step-parent, parent or step-parent of a current spouse, child or step-child, brother, brother-in-law or sister-in-law, step-brother or half-brother, sister, step-sister or half-sister, or grandparents of employee or spouse), the employee, on request, will be excused for any of the first three (3) normally scheduled working days (excluding Saturdays, Sundays and holidays) immediately following the date of death provided he attends the funeral.

An otherwise eligible employee may elect to defer his bereavement leave to any time period within the first ten (10) consecutive days immediately following the date of death, providing he makes prior arrangements at the Company's Personnel Department. Such deferment of bereavement leave time will not disqualify an otherwise eligible bereavement pay recipient from bereavement pay as hereinbefore provided.

By notifying the Company in advance, an employee may extend a scheduled vacation absence by three (3) days in the event that a qualifying death occurs during his scheduled vacation absence; however, such extension will not serve to qualify such employee for bereavement pay.

In the event a member of the employee's immediate family as above defined dies while in the active service of the Armed Forces of the United States,

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ployee worked preceding the pay period in which he is excused. Time thus paid will not be counted as hours worked for purposes of overtime.

**SECTION 12. JURY DUTY.** An employee with one (1) or more year's seniority who is summoned and reports for jury duty as prescribed by applicable laws shall be paid by the Company and amount equal to the difference between the amount of wages and continuous operations premium the employee otherwise would have earned by working during straight-time hours for the Company on that day - and the daily jury duty fee paid by the court (not including travel allowances or reimbursement of expenses) for each day on which he reports for or performs jury duty and on which he otherwise would have been scheduled to work for the Company.

The Company's obligation to pay an employee for jury duty is limited to a maximum of sixty (60) days in any calendar year.

In order to receive payment, an employee must give local Management prior notice that he has been summoned for jury duty and must furnish satisfactory evidence that he reported for or performed jury duty on the days for which he claims such payment. The provisions of this Section are not applicable to an employee who, without being summoned, volunteers for jury duty.

Article XI Cont.

the employee may, should the funeral be delayed, have his excused absence from work delayed until the period of three (3) normally scheduled working days, which includes the date of the funeral. In the event the body of a member of the employee's immediate family as above defined is not buried in continental North America solely because the cause of death has physically destroyed the body or the body is donated to an accredited North American hospital or medical center for research purposes, the requirement that the employee attend the funeral will be waived.

An employee excused from work under the above paragraph shall, after making written application, receive the amount of wages he would have earned by working during straight-time hours on such scheduled days of work which he is excused (excluding Saturdays, Sundays and holidays or, in the case of employees working in necessary continuous seven (7)-day operations, the sixth (6th) and seventh (7) work days of the employee's scheduled working week and holidays).

Except for employees compensated on group bonus or piece work, payment shall be made at the employee's rate of pay, not including overtime as of his last day worked. For employees on group bonus or piece work, payment shall be made at the employee's average hourly earned rate, not including overtime and night shift premium, for the hours worked during the last pay period in which the em-

## ARTICLE XII — HOLIDAY PAY

**SECTION 1. HOLIDAYS AND ELIGIBILITY.** All hourly-rated employees shall receive holiday pay for New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, and the Christmas holiday period, providing:

- A. The employee has seniority as of the date of the holiday,
- B. The employee would otherwise have been scheduled to work on such day if it had not been a holiday,
- C. The employee must have worked the last scheduled work day prior to and the next scheduled work day after such holiday within the employee's scheduled work week; only one (1) work week will be considered. Employees tardy on such last and next scheduled work days shall not lose their holiday pay provided such tardiness does not exceed twenty-five percent (25%) of the employee's scheduled work hours for that day. Employees absent on such last scheduled work day and next scheduled work day for reasons of illness must furnish acceptable proof of illness to the Company's Medical Department.

**SECTION 2. HOLIDAY CELEBRATION DATES.** The dates on which various holidays are celebrated during the period commencing 9/3/78 and ending

## Article XII Cont.

9/2/81, have been changed to afford time off between the Christmas and the New Year's holidays. In the event an otherwise eligible employee is cause to work on a day subsequently designated as a celebration day, he will be eligible for premium pay as prescribed by this contract; however, in the event an otherwise eligible employee is cause to work on a holiday subsequently designated to be celebrated on another date, he will be paid in accordance with pay policies established for work performed on any regular work day during any regular work week. The following table reflects those holidays which will be recognized by the new contract and the specific dates on which each of the respective holidays will be celebrated.

### HOLIDAY CELEBRATION DATES BETWEEN 9/3/78 AND 9/2/81

Contract Holidays	Calendar Year 1978	Calendar Year 1979	Calendar Year 1980	Calendar Year 1981
New Year's Day	1/1	1/1	1/1	1/2
Good Friday	4/13	4/4	4/17	4/17
Memorial Day	5/28	5/26	5/25	5/25
Independence Day	7/4	7/4	7/4	7/4
Labor Day	9/4	9/3	9/1	
Thanksgiving Day	11/23	11/22	11/27	
Day after Thanksgiving	11/24	11/23	11/28	
Christmas Holiday Period	12/25 12/26 12/27 12/28 12/29 12/30 12/31	12/24 12/25 12/26 12/27 12/28 12/29 12/30 12/31	12/24 12/25 12/26 12/27 12/28 12/29 12/30 12/31	

Article XII Cont.

**SECTION 3. HOLIDAY PAY COMPUTATION.**

Holiday pay shall be for eight (8) hours at straight time exclusive of night bonus or overtime.

**SECTION 4. ELIGIBILITY MODIFICATIONS.**

A. Employees with seniority who have been laid off in a reduction of force during the work week prior to or during the week in which the holiday occurs will receive holiday pay.

B. Employees with seniority who are absent from work during a regularly scheduled work week during which one (1) of the above mentioned holidays falls, due to approved leave of absence or sick leave commencing not more than one (1) week prior to or terminating not more than one (1) week after the week in which the holiday falls, shall receive holiday pay.

C. When one of the above holidays falls within an eligible employee's approved vacation period and he is absent from work during his regularly scheduled work week because of such vacation, he shall be paid for such holiday.

D. When a holiday falls on Saturday, eligible employees shall receive holiday pay, provided they have worked the full scheduled shift on the last preceding scheduled work day within the week in which that holiday falls. When a holiday falls on a Sunday, holiday pay will be given for the following day if that day is observed by the federal government as a holiday.

Article XII Cont.

E. Any employee who works on a holiday will receive holiday pay if otherwise eligible under the holiday procedure and will also be paid double his normal straight-time earnings for such hours worked.

F. Employees who have accepted holiday work assignments and failed to report for and perform such work, without reasonable cause acceptable to Management, shall not receive holiday pay.

G. Employees who receive holiday pay under this procedure and work part of a shift that falls within the holiday shall receive straight time for such work on a holiday.

H. For each Christmas Holiday Period (ie., the holidays scheduled between Christmas and New Year's each calendar year), an employee must work the last scheduled day prior to each holiday period and the next scheduled work day after each holiday period. Failure to work either the last scheduled work day prior to or the next scheduled work day after each holiday period will disqualify the employee from holiday pay for the two (2) holidays immediately succeeding or immediately preceding such scheduled work day.

In order for employees to have maximum time off during the Christmas Holiday Period,



# ARTICLE XIII — VACATION PROVISIONS

**SECTION 1. VACATION TIME OFF.** Each employee who on January 1, 1979, and on each succeeding January 1 during this agreement's term has one (1) or more years of seniority shall be entitled to vacation pay as provided in this Article's Section 2; and, if such employee has worked one thousand forty (1,040) hours or more during the twelve (12) consecutive calendar months immediately preceding January 1 each year, he shall be entitled to time off work in accordance with the following table.

Service on Qualifying Date:	Time Off:
One (1) to two (2) years' service	One (1) week off
Two (2) to eight (8) years' service	Two (2) weeks off
Eight (8) to fifteen (15) years' service	Three (3) weeks off
Fifteen (15) years' service and over	Four (4) weeks off

An employee who moves to a new length-of-service bracket on his anniversary hire date will be allowed vacation leave corresponding to the number of weeks for that particular year that his new bracket calls for. For example: An employee whose eight (8th) anniversary hire date falls on September 1 is entitled to two (2) weeks' vacation time off prior to September 1. After September 1, he would be eligible for an additional one (1) week for a total of three (3) weeks in that calendar year.

Requests for vacation time off must be made and approved by the Company and the Union as least four (4) weeks in advance and the Company reserves the right to limit the number of leaves in

## Article XII Cont.

employees will only be scheduled for work on the following days, which are not paid holidays under this agreement, on a voluntary basis, except in emergency situations.

### SCHEDULE OF WEEKEND DAYS DURING CHRISTMAS SHUTDOWN

Calendar Year 1978	Calendar Year 1979	Calendar Year 1980	Calendar Year 1981
12/23	12/22	12/27	1/3
12/24	12/23	12/28	1/4
12/30	12/29		
12/31	12/30		

An employee shall not be disqualified for holiday pay if he does not accept work on such days. This does not apply to employees on necessary continuous seven (7)-day operations.

1. An employee who commences receiving pension benefits on January 1 and is otherwise eligible for Christmas Holiday Period pay up to and including December 31 will receive such holiday pay.

- J. Employees laid off during the period beginning two (2) weeks prior to the Christmas shutdown period and ending during the week following the Christmas shutdown period will be eligible for Christmas holiday period pay.

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Seniority on December 31 Ten (10) years, but less than fifteen (15) years	% of All Earnings Except Vacation Pay During the Calendar Year
	7%

Fifteen (15) years, but less than twenty (20) years	8%
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Twenty (20) years or over	8½%
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## Article XIII Cont.

any department at one time to not more than fifteen percent (15%) of the number of employees in that department.

Vacations will be allocated by seniority, except in those cases where such allocation would result in too many employees in the same classification being off, in which event the Company will retain the necessary employees to maintain the operation.

Time lost on account of industrial accidents or occupational disease, as well as time lost away from the plant by Union Representatives on official Union business, shall be counted as time worked for the purpose of this Section.

Vacation time unused in any calendar year shall be of no value or credit in any other year, except for one (1) week, which may be banked.

## SECTION 2. VACATION PAY.

A. Vacation pay will be computed in accordance with the following:

Seniority on December 31	% of All Earnings Except Vacation Pay During the Calendar Year
One (1) year but less than three (3) years	3½%
Three (3) years, but less than five (5) years	4½%
Five (5) years, but less than ten (10) years	6%

- B. Employees who quit or are discharges shall receive their vacation bonus provided they have accumulated one (1) or more years' seniority at the date of quitting.
- C. Employees who retire under the terms of Article XIV of this agreement will receive vacation bonus for the portion of the year during which they were active employees but will not be entitled to any vacation bonus for any period after the date of retirement.
- D. The vacation bonus will be paid before February 15 of each year during the life of this agreement.

## ARTICLE XIV — PENSION PLAN

SECTION 1. GENERAL. Although reflected in a separate document, the pension plan which was in effect during the life of the contract that expired on September 2, 1978, will continue as a part of this labor agreement and will continue in effect during the new contract's life at Company expense. In addition, the improvements described in subsequent sections of this Article will be placed into effect on the dates indicated at Company expense and will be reflected in the pension plan's text.

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**SECTION 2. FUTURE RETIREES.** The basic benefit level per month per year of credited service for otherwise eligible employees who retire under the pension plan's normal, early, disability or vested deferred provisions on or after October 1, 1978, will be nine dollars (\$9.00) per month per year of credited service; nine dollars and fifty cents (\$9.50) per month per year of credited service on and after October 1, 1979; and ten dollars (\$10.00) per month per year of credited service on and after October 1, 1980. Applicable actuarial reduction formulas specified within the pension plan will continue in effect. The benefit level per month per year of credited service in effect at the time a vested employee's service terminates will continue to be the basis for determining the monthly benefit amount when he is eligible to receive such benefits.

**SECTION 3. PAST RETIREES AND WIDOW SURVIVORS.** On and after October 1, 1978, the pension benefit of former employees, and widow survivors of former employees, who retired under the normal, early, vested deferred, or disability features of the pension plan prior to 10/1/78 will be increased fifty cents (50¢) per month per year of credited service.

On and after October 1, 1979, the pension benefit of former employees, and widow survivors of former employees, who retired under the normal, early, vested deferred, or disability features of the pension

**Article XIV Cont.**

plan prior to 10/1/78 will be increased by fifty cents (50¢) per month per year of credited service. Applicable actuarial reduction formulas specified within the pension plan will continue in effect. The benefit level per month per year of credited service in effect at the time a vested employee's service terminates will continue to be the basis for determining the monthly benefit amount when he is eligible to receive such benefits.

**SECTION 4. OTHER PENSION PLAN CHANGES.**

**A. MILITARY CREDITED SERVICE.** Pursuant to the Selective Service Act, an employee who left or leaves the Company's employ and who returned or returns to the Company's employ will be credited with pension plan credited service lost while serving in the military of the United States government; however, in no case will the reinstatement of such credits serve to afford more pension plan credited service than such employee would have earned as a full-time employee of the Company during the time he served in the military.

**B. EARLY RETIREMENT AGE.** An otherwise eligible employee may continue to retire at age fifty-five (55); however, the pension plan's early retirement reduction formula will apply to the applicable basic benefit level per month per year of credited service.

Article XIV Cont.

C. **SURVIVOR'S OPTION ELIGIBILITY.** The survivor's option feature will apply to an otherwise eligible employee, including a disability retiree, at age fifty-five (55).

D. **PENSION BOARD MEMBER INSURANCE EXPENSE.** Any insurance expense for joint Pension Board members which the ERISA Law may require will be paid by the Company.

E. **ERISA EFFECTS UPON PENSION PLAN.** Any changes to the pension plan required by the ERISA Law will not reduce negotiated pension benefits.

F. **WORKMEN'S COMPENSATION OFFSET TO PENSION BENEFITS.** By way of further clarifying this feature of the pension plan, the following language has been added: "The monthly pension benefit of an otherwise eligible retiree will be reduced by fifty percent (50%) of any Workmen's Compensation benefit he receives if application for Workmen's Compensation benefits is made when such retiree is between the ages of sixty-five (65) and sixty-seven (67). The monthly pension benefit of an otherwise eligible retiree will be reduced by one hundred percent (100%) of any Workmen's Compensation benefits he receives if application for Workmen's Compensation benefits is made when such retiree is age sixty-seven (67) or older"

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G. **PENSION BOOKLETS.** Subsequent to including ERISA Law-mandated changes in the pension plan, the complete plan text will be printed, reproduced in sufficient quantity, and distributed to all employees covered by this agreement.

H. Effective January 1, 1979, employees whose effective date of retirement is on or after January 1, 1979, and whose total years of credited service is thirty (30) or more, and whose age at date of retirement is at least fifty-five (55) years but less than sixty-two (62), shall receive the basic benefit payable under the plan plus a supplemental benefit, the sum of which shall equal five hundred dollars (\$500.00) per month. Payment of the supplemental benefit to a retiree under this provision shall cease on the retiree's sixty-second (62nd) birthday.

I. Effective October 1, 1978, the widow survivor benefit shall be increased from fifty-five percent (55%) to sixty percent (60%) for employees retiring on or after October 1, 1978.

J. Pension benefit improvements which became effective with the signing of this agreement shall be funded over a period of thirty (30) years or less.

K. Effective October 1, 1978, the Company will

# Article XV Cont.

## SUMMARY OF BENEFITS IN EFFECT 9/2/78

BENEFITS	BENEFIT AMOUNTS
Life Insurance for active payroll employees	\$11,000
Dependent life insurance	
• Spouse	\$ 1,000
- Dependent children between the ages of six (6) months and nineteen (19) years	\$ 1,000
- Dependent children between the ages of fifteen (15) days and six (6) months	\$ 100
Life insurance for pension plan retirees	\$ 1,000
Accidental death and dismemberment insurance for active payroll employees	\$ 9,000
Survivor income benefit insurance	
- Transition (24 months)	\$ 150 per month
- Bridge	\$ 150 per month
Weekly sickness and accident benefits for employees, commencing the first day of an accident and the fourth day of a sickness for a maximum period of 26 weeks; six-week maternity benefit	\$ 90 per week
Medical insurance (employee and dependents)	Michigan Blue Cross-Blue Shield NVP-2 Ward Program, including the following riders:
	- D&S/M
	- ML
	- IMB
	- OPC
	- CC

# Article XIV Cont.

contribute eight dollars and twenty cents (\$8.20) per month toward the cost of Medicare coverage for eligible retirees and widow survivors.

L. Upon receipt of a duly signed check-off authorization, the Company agrees to withhold a maximum of one dollar (\$1.00) per month from the pension benefit of eligible retirees. Such monies to be paid to the Local Union as monthly dues.

M. All provisions of the present pension plan not modified above will remain as at present.

## ARTICLE XV — INSURANCE

SECTION 1. GENERAL Life, accidental death and dismemberment, transition and bridge, weekly indemnity, and medical insurance coverages (i.e., hospitalization and surgical) for active and inactive payroll employees which were in effect during the life of the contract that expired on September 2, 1978, will continue in effect during the new agreement's life at Company expense. In addition, the improvements to which this Article makes reference will be placed into effect on the dates indicated at Company expense. Policies regarding eligibility for coverage and coverage effective dates which prevailed during the life of the contract that expired September 2, 1978, and which are unchanged by this Article will continue in effect during this labor agreement's life.

## Article XV Cont.

### BENEFITS

### BENEFIT AMOUNTS

- OCCR
- \$2.00 Co-pay Drug
- XE for retirees
- FAE-VST-Reciprocity

**SECTION 2. LIFE INSURANCE.** Effective October 1, 1978, the insurance coverage for otherwise eligible active payroll employees will be increased from eleven thousand dollars (\$11,000) to twelve thousand dollars (\$12,000). Effective October 1, 1979, life insurance coverage for otherwise eligible active payroll employees will be increased from twelve thousand dollars (\$12,000) to thirteen thousand dollars (\$13,000).

**SECTION 3. ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE.** Effective October 1, 1978, accidental death and dismemberment insurance for otherwise eligible active payroll employees will be increased from nine thousand dollars (\$9,000) to eleven thousand dollars (\$11,000).

### SECTION 4. TRANSITION AND BRIDGE BENEFITS.

**A. BENEFIT CHANGES.** Effective October 1, 1978, the monthly benefit under the transition and bridge program will be increased from one hundred fifty dollars (\$150) to one hundred seventy-five dollars (\$175). This improvement will apply to claims initiated by eligible survivors based on qualifying deaths which occur on and after October 1, 1978.

## Article XV Cont.

**B. TRANSITION BENEFITS-ELIGIBILITY.** The transition benefit monthly payment will commence on the first day of the month following your death. This payment will continue for twenty-four (24) months or until you are not survived by anyone who qualifies as an eligible survivor, whichever occurs first.

The transition benefit will be paid in order of priority to:

1. Your widow or widower, if she or he was lawfully married to you for at least one (1) year immediately prior to your death.
2. Your unmarried child or children under twenty-one (21) years of age at the time each monthly benefit becomes payable.
3. Your parent or parents for whom you provided at least fifty percent (50%) support during the calendar year preceding the year in which your death occurred or you became continuously disabled until death.

(Since more than one individual may qualify under 2 and 3 above, the monthly benefit will be divided equally among the survivors.)

**C. BRIDGE BENEFIT ELIGIBILITY.** The bridge benefit is payable to your widow or widower in the form of monthly income benefits and will

**Article XV Cont.**

(60th) birthday and in all probability you will be unable to engage in any work for and extended period of time, and

2. at the time you become so disabled you have an eligible survivor.

**Article XV Cont.**

begin on the first day of the month following receipt of the last transition benefit payment. Your spouse must have been at least forty-eight (48) but under sixty (60) years of age at the time of your death, and not remarried at the time this benefit commences. Also, if your spouse receives Social Security benefits for your dependent children, the bridge benefit will not become payable until the Social Security benefits cease.

The bridge benefit will terminate when your spouse:

1. remarries,
2. attains age sixty-two (62) or any younger age at which full widow or widower's insurance benefits are payable under the Federal Social Security Act,
3. ceases to qualify as an eligible survivor,
4. dies.

**D. TRANSITION & BRIDGE DISABILITY BENEFIT.** In case of total disability while insured, your survivor income benefit insurance will be continued without further cost for as long as you remain totally disabled if:

1. the disability starts before your sixtieth

**SECTION 5. WEEKLY SICKNESS AND ACCIDENT BENEFITS.**

**A. WEEKLY BENEFIT LEVEL IMPROVEMENTS.**

For new claims originating on and after October 1, 1978, the weekly benefit level will be increased from ninety dollars (\$90.00) to one hundred dollars (\$100.00). For new claims originating on and after October 1, 1979, the weekly benefit level will be increased from one hundred dollars (\$100.00) to one hundred five dollars (\$105.00). For new claims originating on and after October 1, 1980, the weekly benefit level will be increased from one hundred five dollars (\$105.00) to one hundred ten dollars (\$110.00).

**B. WEEKLY S&A BENEFITS AND DISPUTED WORKMEN'S COMPENSATION CLAIMS.**

Weekly sickness and accident benefits will be payable to a Workmen's Compensation claimant whose disabling circumstances commence on, and after October 1, 1978, as hereafter provided. Subject to the completion of a reimbursement agreement form provided

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**C. WEEKLY S&A DURING MATERNITY LEAVE.** The Company agrees to indemnify Local #1402 and the International Union against possible liability in a suit seeking to require the inclusion of maternity benefits in sickness and accident insurance coverage to a greater extent than the current program provides. The Company agrees to comply with final litigation in this regard.

**SECTION 6. MEDICAL INSURANCE.**

**A. B-77 PROGRAM.** Effective October 1, 1978, eligible employees and their dependents will be covered by the Michigan Blue Cross-Blue Shield B-77 Program, including the FAE-VST-Reciprocity rider. The cost of such coverages to be borne by the Company.

**B. RETIREE DRUG COVERAGE.** Effective on and after October 1, 1978, coverage under the currently-in-effect medical insurance program's \$2.00 Co-pay Drug Rider for retirees under the pension plan, which is a part of this agreement, will continue to be fully paid by the Company.

**C. MASTER MEDICAL PROGRAM.** Effective October 1, 1978, eligible employees and their dependents will be covered by the Michigan Blue Cross-Blue Shield 80/20 Co-Day Master Medical program. Deductibles under this plan shall be one hundred dollars (\$100) individual

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by the Company, disability advances shall be paid to a claimant for weekly sickness and accident benefits who has alleged that the disabling circumstance is work-related when the Company does not voluntarily accept liability under existing Workmen's compensation laws, providing medical evidence of total and continuous disability satisfactory to the insurance carrier is submitted. Such payments will cease should the Company's insurance carrier subsequently determine that a claimant is not eligible for weekly sickness and accident benefits.

In the event it is subsequently determined that weekly sickness and accident benefits rendered in this circumstance should not have been paid and/or should have been paid in a lesser amount, written notice shall be given to the claimant and he shall repay the entire amount or the amount of overpayment to the insurance carrier. If the claimant fails to repay promptly, the insurance carrier shall recover the amount due and owing by making an appropriate deduction or deductions from any future benefit payment or payments payable to the employee under the group insurance program or may cause the Company to make the appropriate deduction or deductions from future compensation payable by the Company to the claimant.



**Article XV Cont.**

and two hundred dollars (\$200) family. The cost of such coverages to be borne by the Company.

**SECTION 7. DENTAL INSURANCE COVERAGE.** Effective on and after September 3, 1978, eligible employees and their covered dependents will continue to be provided dental program insurance coverage at Company expense. Coverage effective dates will be as per this Article's Section 8.

**SECTION 8. INSURANCE COVERAGE EFFECTIVE DATES.**

A. Group insurance coverages (i.e., life, AD & D, dependent life, transition and bridge, weekly sickness and accident) and medical insurance coverages for a new hire or a rehired employee will become effective on the thirty-first (31st) day of employment, providing such employee is on the active payroll on such day.

B. For an employee reinstated from the inactive to the active payroll, group and medical insurance coverages provided by this agreement will become effective on the effective date of placement onto the active payroll.

C. Except for Company-paid group and medical insurance coverages hereinbefore specified for employees who retire under this agreement's pension plan, all Company-paid group and medical insurance coverages will cease

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on the first (1st) day immediately following termination of seniority.

D. Company-paid group and medical insurance coverages for inactive payroll employees will be continued in accordance with the following:

1. Life, dependent life, AD & D, transition and bridge, and medical insurance coverages will be afforded to employees who become inactive by reason of layoff, vacation leave, personal leave, or any other approved leave for two (2) calendar months following the month in which such leaves commence.

2. Life, dependent life, AD & D, transition and bridge, and medical insurance coverages will be afforded to employees who become inactive by reason of an approved sick, industrial injury and/or sickness, or maternity leave for six (6) calendar months immediately following the month in which such approved leaves commence.

E. An employee who becomes inactive by reason of layoff and/or an approved leave may purchase medical insurance coverage for one (1) year immediately following the last month for which the Company remits insurance premiums in behalf of the inactive employee by making advance payments to the Company's Personnel Office.

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F. An employee who becomes inactive by reason of an industrial injury or industrial illness shall continue to be provided with coverages for life, dependent life, AD & D, transition and bridge, and medical insurance for a period not to exceed two (2) years. Cost of such coverages will be fully paid by the Company.

**SECTION 9. INSURANCE HIGHLIGHT BOOKLETS.** Descriptions of benefits and eligibility requirements which prevailed during the immediately preceding labor agreement's term and improvements to which reference is herein made will be reflected in insurance highlight booklets which the Company will request the respective carriers to provide covered employees.

**ARTICLE XVI — GENERAL**

**SECTION 1. BULLETIN BOARDS.** The Company shall permit the use by the Union of sufficient space on the Company's bulletin board for the posting of notices restricted as follows:

- A. Notices of Union recreational and social affairs.
- B. Notice of Union elections, appointments, and results of Union elections pertaining to the plant or department involved.
- C. Notice of Union meetings.

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All such notices must be submitted to the Company for approval before posting.

**SECTION 2. SAFETY.** The Company shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment, as it has prior to the signing of this agreement through the maintenance of its protective devices and equipment in accordance with the requirements of the State law.

In order to carry out the intent of this Section, the Union shall appoint two (2) of its members to serve on the Plant Safety Committee. The Plant Safety Committee shall meet at least once each month. Special meetings may be held when conditions warrant. Unsafe conditions shall be reported first to the supervisor of the area.

**SECTION 3. CONTRACT PRE-EMPTION.** Any agreement made by representatives of either party which is not consistent with the terms of this contract shall be of no force and effect.

**SECTION 4. VALIDITY OF AGREEMENT.** This agreement supersedes all prior agreements and understandings, oral or written, except as they are expressly reaffirmed or incorporated herein. Should any term or terms of this agreement be or become wholly or partly in conflict with the laws existing during the term of this agreement, the validity of the balance of this agreement shall in no way be

**Article XVI Cont.**

affected and this agreement shall be deemed modified to conform to the provisions of said existing laws.

**SECTION 5. COMPLETE AGREEMENT.** The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the Company and the Union, for the life of this agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this agreement or with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this agreement.

**SECTION 6. TRUSTEE REPORTS.** Copies of all Trustees' reports of all benefit plans shall be provided to the International Union, U.A.S., Solidarity House, Detroit, Michigan (8000 East Jefferson Avenue), and to the Regional Director, 1-D, Box H, Grand Rapids, Michigan 49501.

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**SECTION 7. MAILING LISTS.** Within thirty (30) days after the ratification of this agreement and every six (6) months thereafter during the term of this agreement, the Company shall give to the International Union the names of all retirees, as well as employees covered by this agreement, together with their addresses and Social Security numbers as they then appear on the records of the Company. The International Union shall receive and retain such information in confidence and shall disclose it only to those officials of the Union whose duties require them to have such information.

**SECTION 8. COMPENSABLE INJURIES.** When, because of a compensable injury, it is necessary for an employee to leave his work for medical treatment on the day of injury, he shall be paid for time lost from regular work while receiving treatment. If the doctor finds that the employee is unable to return to work on the day of injury, the employee shall be paid for the balance of the shift on which he was injured. If, upon his return to work, the employee has to receive medical treatment due to such injury and such treatment can only be received during his regular work shift, he shall be paid for time lost while receiving treatment.

**SECTION 9. PRINTING OF CONTRACT.** The Company shall have the total agreement printed in booklet form and furnish sufficient copies to the Union and to each employee in the bargaining unit.

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**SECTION 10. CHANGES OF ADDRESS.** It shall be the responsibility of employees to report any change of address or telephone numbers to the Company in writing. The employees shall get a receipt of such notice from the employment office with a duplicate furnished to the Union.

**SECTION 11. CREDIT UNION PAYROLL DEDUCTION.** The credit union payroll deduction program which was in effect under the labor contract which expired on September 2, 1978, will continue under this new labor contract effective September 3, 1978, as it has in the past.

**SECTION 12. MEMORANDUMS OF UNDERSTANDING.** During negotiations which resulted in this labor agreement, the Union and the Company agreed that the following memorandums of understanding will prevail during this contract's term.

**A. GROUP LEADERS.** A group leader is an hourly-payroll employee who is a member of the bargaining unit. He is normally paid a certain amount of money above the rate of the highest-rated worker in the group that he is the leader of. He works at regularly assigned production work and, in addition, acts as a leader of his group. He may provide personal relief time for the members of the group. A group leader punches the time clock in the same manner as any other employee and he receives overtime pay for all overtime hours worked.

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The group leader is not a foreman. He receives his orders and work schedules from a supervisor or foreman and then acts as a conduit to pass the supervisor's order on to the work crew. He carries out/set instructions of the supervisor.

The group leader will assign work within the group in accordance with the supervisor's instructions and the work schedule of jobs or parts to be produced.

The group leader will give necessary instructions to employees in performance of their work to insure an even flow of production in the department.

In case of failure on the part of an employee to do a job properly, he shall explain how the job should be done and why it should be done that way. A group leader is not to report rule violations to the foreman for the purpose of causing Management to impose discipline on an employee or group of employees. It will be expected that violations affecting the safety of other employees or the worker involved will be referred to the steward and supervision.

He does not attend supervisory meetings and does not have the privileges reserved for supervisors or foremen.

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Supervisors are not to perform production work; however, the group leader devotes a substantial part of his work hours performing the same type of work that his group performs.

The group leader makes routine reports to his supervisor concerning the flow of work and conditions encountered by the group; but, he has no authority to hire, transfer, suspend, lay off, recall, promote, discharge, reward or discipline other employees, or to adjust their grievances, or to effectively recommend such action.

On shifts where a foreman is not available and a situation requiring some immediate action or decision outside the authority of a group leader occurs, the group leader present shall contact the foreman or designated Company representative to determine the action to be followed.

**B. SAW SHARPENER-CANISTER MAKER JOB CLASSIFICATION.** The job incumbent of the job classification "Saw Sharpener-Canister Maker" will not be bumped by employees on other shifts for shift preference.

In the event of layoff, a maintenance man with greater seniority and present ability to perform the work may displace the holder of the "Saw Sharpener-Canister Maker" classification at

**Article XVI Cont.**

the rate of the job. Such layoff will not be considered as permanent vacating of the classification.

During periods when the Saw Sharpener-Canister Maker does not have full-time work in his classification, he shall work with maintenance men in accordance with past practice.

It is understood that the employee classified as "Saw Sharpener-Canister Maker" will not share in daily, weekend, or holiday overtime opportunities for maintenance men unless all maintenance men are scheduled for overtime work at the same time and there is miscellaneous maintenance fill-in work which the Saw Sharpener-Canister Maker might perform by way of assisting maintenance employees. The employee classified as "Saw Sharpener-Canister Maker" will be afforded any overtime work opportunities to perform work within his job classification.

This new classification shall only exist until the employee now doing this work permanently vacates it. At such time, the parties will re-negotiate this classification with appropriate job content and rate.

**C. OVERTIME DISTRIBUTION.** Overtime will not be offered to an employee in accordance with the contract's Article XI if this would

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require the employee to work sixteen (16) hours in succession. In all other situations, the labor agreement's Article XI will be adhered to when overtime work opportunities are distributed.

**D. INSPECTION DEPARTMENT SENIORITY ADMINISTRATION.** Seniority within the Inspection Department will continue to be administered as follows:

1. The Inspection Department will operate plant wide. Job classifications within the Inspection Department will be Group Leader, Layout Inspector, and Floor Inspector.

2. For the purpose of training, floor inspectors to become competent in the inspection of more than one (1) product, floor inspectors will be assigned to departments other than their "Home" department. When they have gained competence in the inspection of other product(s), they will be allowed to transfer back to their "Home" department and be assigned to other departments only to maintain their competence or as work schedules dictate.

3. Job openings for floor inspectors will be posted plant wide.

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4. In the event of a department layoff, an inspector may apply his seniority to claim an open job for which he is qualified; or, if no such job exists, he may claim any non-posted job held by a junior employee.

**E. SAFETY INSPECTIONS & MEETINGS.** the

Union Committee's chairman may accompany Federal or State safety inspectors on tours of the Holland plant and he will be paid for regular work time missed as a consequence of such inspections.

In addition, the Union Committee's chairman may participate in monthly Union-Management safety meetings and will be paid for regular work time missed as a consequence of such meetings. Participation in monthly Union-Management safety meetings by the Union Committee's chairman will be in addition to participation by the two (2) Union members of the Plant Safety Committee to which specific reference is made in Section 2 of this contract's Article XVI.

**F. UNION ACCOMMODATIONS.** A stand-up desk and a file cabinet which may be locked will be made available to the Union Committee by the Company for the conduct of Union business within the Holland, Michigan facility. Management will provide the Union Committee with a private meeting room when the

**Article XVI Cont.**

need arises providing advance notice is submitted to the Company's Personnel Department and providing such an accommodation is available when required within the plant.

**G. VENDING MACHINE PROCEEDS.** Periodically, financial statements reflecting vending machine sales and commissions, if any, will be made available to the Union's financial secretary. Although the Company is willing to consider Union suggestions for disposition of vending machine sales commissions, if any, first priority for such funds will be to underwrite expenses of the annual ham and/or turkey program for all employees of the Holland facility.

**H. ANNUAL INVENTORY.** Employees to conduct the annual physical inventory will be chosen from the plant-wide seniority list. The most-senior employees will be asked to accept such assignments; however, should the number of volunteers be insufficient, the least-senior employees on the plant-wide seniority list will be obliged to accept inventory work assignments.

In the event annual physical inventory work is completed prior to the end of the normal work week and production work is not resumed until the following normal work week, inventory workers will be assigned available work which

**Article XVI Cont.**

they can do without regard to traditionally accepted lines of demarcation between the job classifications.

Employees participating in the annual physical inventory shall be paid fifty cents (50¢) per hour above the established hourly pay rate for the "Production Helper" classification for the time so employed.

**ARTICLE XVII —  
SKILLED TRADES SUPPLEMENT**

**SECTION 1. SKILLED TRADES DEFINITION.** Skilled Trades departments, for the purpose of this agreement, shall mean the Tool and Die Department, the Maintenance Department, and the Extrusion Die Repair.

**SECTION 2. OCCUPATIONAL SENIORITY.** Seniority in the Skilled Trades Departments shall be by occupations or trades within a department. The seniority list shall be by basic classification, except that present employees of such departments shall continue to be listed in the same order shown on seniority lists last published prior to December 5, 1969. Neither this section nor any other section of this agreement shall be interpreted to mean that the Company shall not have the right of assigning work outside of classification to fill out a Journeyman's time or to answer an emergency.

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**SECTION 3. FUTURE OCCUPATIONAL SENIORITY.** After the signing of this agreement, seniority of Journeyman in the Skilled Trades Departments shall begin as of date of entry into such department, except graduates of the apprenticeship program; they shall have seniority as provided for in the apprenticeship standards.

**SECTION 4. SENIORITY OUTSIDE SKILLED TRADES.** Production workers will not carry seniority into the Skilled Trades occupations; however, Skilled Trades workers may, in case of layoff, exercise their plant seniority as provided in Article IX of the bargaining agreement.

**SECTION 5. "JOURNEYMAN" DEFINITION.** The term "Journeyman" as used in this agreement shall mean any person:

- A. Who presently holds a Journeyman classification in the plant in the Skilled Trades occupations.
- B. Who has served a bona fide apprenticeship and has a certificate which substantiates his claim of such service.
- C. Who has had eight (8) years of practical experience and can prove same with proper affidavits.

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The Company may consider the possession of a U.A.W. Journeyman Card as presumptive proof of qualifications under B and C above.

**SECTION 6. FUTURE SKILLED TRADES EMPLOYMENT.** Any further employment in the Skilled Trades occupations in these plants, after signing of the agreement, shall be limited to Journeyman, Apprentices, or employees in training on non-apprenticeable job classifications.

**SECTION 7. LAYOFF & RECALL.** In the case of layoff in the Skilled Trades Department, the following procedure shall be used:

- A. Temporary employees.
- B. Probationary Journeyman.
- C. Youngest seniority employee within the occupation.
- D. Youngest seniority employee in the department, providing the employee retained is able to perform the available work.
- E. The same procedure shall apply in the Maintenance Department.
- F. Recalls shall be made in the reverse order of the layoffs.



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**SECTION 8. SKILLED TRADES OCCUPATIONS.** The following classifications shall be established in the Skilled Trades Departments:

Tool & Die Maker

Electrician

Welder Maintenance (not apprenticeable)

Milivright

Extrusion Die Repair (not apprenticeable)

Saw Sharpener-Canister Maker (not apprenticeable)

Sample Maker

Layout Inspector

**SECTION 9. APPRENTICESHIP STANDARDS.**

The Company and the Union have negotiated an apprenticeship program. The apprenticeship standards are in keeping with the standards of the International Union, U.A.W. The apprenticeship standards shall be considered as an inseparable part of the supplementary agreement.

**SECTION 10. LABOR AGREEMENT APPLICATION.** All sections of the bargaining agreement presently in effect which are not inconsistent with

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the supplement shall apply to the Skilled workers.

**SECTION 11.**

A. When the Company determines it necessary to increase the number of employees in the Extrusion Die Repair, Sample Maker and Layout Inspector classifications, such opening(s) shall be filled in the following order of preference:

1. If any qualified journeymen have previously been reduced out of the classification to be filled, such employee(s) shall be returned to the classification in accord with the recall provisions of the agreement.
2. If no qualified journeymen are available through the recall procedure, the opening(s) shall be posted for bid by employees of the Company.

B. When an Upgrader Trainee job is to be filled in the Extrusion Die Repair, Sample Maker or Layout Inspector classification, bargaining unit employees from other sections of the plant may be transferred to the appropriate department and reclassified as Upgrader Trainees.

C. Such transferees shall be given on-the-job experience supplemented with applicable and available outside education to permit them to

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become proficient in performing the duties of the trade in which the individual is being trained.

D. Notice of openings for Upgrader Trainees shall be posted on the plant bulletin boards and Upgraders will be selected by the Company on the basis of their overall qualifications, which shall include but not be limited to applicable skills acquired in prior employment, skills acquired during Gulf + Western employment and applicable training and education acquired through recognized educational institutions. When qualifications are relatively equal, seniority will prevail.

E. Should no qualified employee apply for an Upgrader Trainee opening, the Company may hire a suitable qualified person from outside of the Company for training under provisions of this agreement. New employees shall not be hired into these Upgrader Training classifications until an opportunity has been provided for all qualified employees having adaptable skill and ability to transfer into these classifications.

F. Employees who are transferred into or hired into the Upgrader Training Program shall serve a probationary period of ninety (90) days. The probationary period shall not include periods of layoff and/or periods where an

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employee is transferred back into a non-skilled classification.

G. Upon completion of the Upgrading period, such employee shall use for his/her skilled trades seniority one hundred percent (100%) of his/her actual training time for the purpose of layoff and recall.

H. In the event of a curtailment of force in skilled trades classification and/or classifications, such Upgrader and/or Upgraders will be transferred out of the affected classification(s); i.e., Extrusion Die Repair, Sample Maker, Layout Inspector, back to their former department and classification in accordance with seniority provisions of this agreement, per Article IX, Section 5. An employee who occupies Upgrader Training status in one (1) of the three (3) skilled trade job classifications shall not be permitted to exercise his/her Upgrader Training seniority against an employee occupying Upgrader Training status in one (1) of the other two (2) skilled trade Upgrader job classifications. The Upgraders will exercise seniority in their own Upgrading classification in the event of a reduction of force. The last individual transferred into or hired into an Upgrader classification shall be the first to be transferred out or laid off, as the case may be; i.e., last in, first out.

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L. The base rate of newly-hired Upgraders excluding cost-of-living shall be as follows:

1st three months	70% of Journeyman rate
2nd three months	75% of Journeyman rate
3rd three months	80% of Journeyman rate
4th three months	85% of Journeyman rate
Next six months	90% of Journeyman rate
Next six months	95% of Journeyman rate
After two years	Journeyman rate

Seniority employees who transfer into the Upgrader Program shall enter the program at a base rate of twenty-four cents (24¢) per hour less than the journeyman rate and thereafter shall be increased six cents (6¢) per hour each six (6) months until the journeyman rate is reached. However, employees transferring into the Upgrader Program whose hourly base rate in their former classification is less than twenty-four cents (24¢) per hour below the journeyman rate shall retain their existing base rate until such time as the six (6)-month interval of increases permits a rate adjustment. In no case will an employee, upon transfer into the Upgrader Program, maintain a base rate in excess of the journeyman rate for the Upgrader Classification entered.

The Company will reimburse Upgrader Trainees for required tools not furnished by the Company in an amount not to exceed two hundred dollars (\$200) as follows:

# Article XVII Cont.

I. An employee may withdraw from the Upgrader Training Program at any time and return to his/her former non-skilled classification and department in accordance with his/her non-skilled trade seniority. The Company may remove an Upgrader Trainee during his/her probationary period. The Company may remove an Upgrader Trainee who has completed the probationary period from the program for failure to participate in the educational program or for failure to progress toward journeyman status on the job.

J. Employees who withdraw from the Upgrader Training Program or those employees who are removed from the program, per Paragraph I above shall be prohibited from re-entering an Upgrader Training Program in the same classification except by mutual agreement of the Company and the Union.

K. An Upgrader will not be permitted to exercise shift preference over another Upgrader during the Upgrader Training Program and/or journeymen cannot exercise shift preference over an Upgrader Trainee. Upgraders shall work those shifts which would be most advantageous to their related training. Upon attainment of Journeyman status, employees are subject to shift transfer based on their skilled trades seniority.

Article XVII Cont.

A maximum of fifty dollars (\$50.00) shall be provided by the Company at the outset of the training period. A maximum of an additional fifty dollars (\$50.00) shall be provided by the Company after successful completion of the probationary period. A maximum of an additional one hundred dollars (\$100.00) shall be provided by the Company after successful completion of the training program. The Company shall be furnished with receipts to verify expenditure of the above monies for required tools.

M. The Upgrader Trainee(s) shall be required to sign a statement consenting to the terms and conditions of this agreement, thereby waiving:

1. the right to any permanent status in the skilled trades classification other than Upgrader seniority until successful completion of such training period;
2. the right to work overtime unless journey-men have been asked first.

N. It is desirable that Upgraders attain necessary related training to make them competent in as short a period of time as possible.

O. An Upgrader Trainee shall acquire journey-man status only after two (2) calendar years in the Upgrader classification and following suc-

Article XVII Cont.

cessful completion of all related classroom instruction. Further, upon acquiring journey-man status, overtime hours will be equalized within their own classification.

P. The Company agrees to pay, on behalf of those employees covered by this Upgrader Program, for books, registration fees and/or tuition required in connection with related training for a period of not more than three (3) years, under this program. When an Upgrader Trainee is required by the Company to attend classes outside of the normal working hours for the purpose of facilitating training in Extrusion Die Repair, Sample Maker or Layout Inspector, the Company will pay the individual his or her applicable rate of pay including cost-of-living but excluding shift premium and overtime premium for the actual hours that an individual participates in classroom instruction. This related training as outlined shall be on a mandatory basis for all future employees entering into this Upgrader Training. In the event an employee fails to achieve a passing grade in a course of related training, the cost of repeating such course of instruction shall be borne by the employee.

Q. The Upgrader Trainee Program may be amended to include additional training programs by mutual agreement of the Company and the Union.

Article XVIII Cont.

ision, Plant #16, Gulf + Western Manufacturing Company, Holland, Michigan, or to such other address as the Company may furnish to the Union in writing.

IN WITNESS WHEREOF, the Company has caused these presents to be signed in its behalf by its duly authorized and accredited representatives; and the Union has caused the same to be signed in its name by its accredited officers and committeemen this 5th day of May, 1979.

Bohn Aluminum & Brass Division,  
Plant #16,  
Gulf + Western Manufacturing Co.,  
Holland, Michigan

International Union, United  
Automobile, Aerospace and Agricul-  
tural Implement Workers of America,  
UAW and Local No. 1402, UAW

Richard A. Crane, Plant Manager

Robert Rietveld

John J. Heston, Personnel and  
Industrial Relations Manager

Donald G. Douglas

Harman J. Ter Horst,  
Plant Superintendent

John G. Perreault

Joe C. Tucker,  
Director - Employee Relations  
Bohn Group

Jerry Van Den Berg

Brian Hyman

Robert L. Hulshus,  
International Representative

Owen Blober,  
Regional Director

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ARTICLE XVII —  
TERMINATION AND MODIFICATION

This agreement will become effective on September 3, 1978, and shall continue in full force and effect without change until 12:00 midnight, September 2, 1981, and thereafter for successive period of sixty (60) days, unless either party shall, on or before the sixtieth (60th) day prior to expiration, serve written notice on the other party of a desire to terminate, modify, alter, renegotiate, change, or amend this agreement. A notice of desire to modify, alter, amend renegotiate, or change, or any combination thereof, shall have the effect of terminating the entire agreement (on the expiration date) in the same manner as a notice of desire to terminate, unless, before that date, all subjects of amendments proposed by either party have been disposed of by agreement or by withdrawal by the party proposing amendment.

Within ten (10) days after receipt of any such notice, a conference will be arranged to negotiate the proposals, in which case this agreement shall continue in full force and effect until termination, as provided herein.

Notices shall be sufficient if sent by mail, addressed, if to the Union, to Local No. 1402, International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, U.A.W., Holland, Michigan, or to such other address as the Union shall furnish to the Company in writing; and, if to the Company, to Bohn Aluminum & Brass Div-

BOHN ALUMINUM & BRASS CORPORATION  
PLANT #16, HOLLAND, MICHIGAN

MARCH 28, 1974

SHOP RULES

THE FOLLOWING OFFENSES ARE VIOLATIONS OF  
SHOP RULES AND ARE GROUNDS FOR DISCIPLINARY  
ACTION, INCLUDING DISCHARGE.

1. Leaving job without permission or not reporting to the job on time.
2. Producing excessive scrap or inferior work through carelessness, or willfully wasting or damaging materials or supplies.
3. Theft or removal from the premises without proper authorization, any company property or the property of any employee.
4. Sabotage (per Federal or State Law).
5. Conviction of a violation of the Espionage Act.
6. False statements on employment application or giving false information at the time of employment as to a pertinent item.
7. Immoral conduct or indecent behavior on company premises.

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JAIL LETTER

September 3, 1978

Mr. Robert Rietveld  
Chairman, Bargaining Committee  
Local #1402, U.A.W.  
Holland, Michigan

During our 1978 contract negotiations, we discussed several times emergency leaves of absence pertaining particularly to employees who may be confined by the law. The following expresses our understanding relative to such a situation:

It is understood that if an employee is incarcerated by the law not to exceed 30 calendar days he shall not lose his seniority, but beyond this time he shall be subject to loss of his seniority. In addition, should an employee at any time be convicted of a felony he shall be subject to loss of his seniority.

It is our belief that the above states the understanding between the two parties.

Sincerely,

J. C. Tucker  
Director - Employee Relations  
Bohn Group

cc Robert Hulsebus,  
International Representative  
Region 1-D, U.A.W.

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### Shop Rules Cont.

8. Fighting or attempting bodily injury to another on company premises (this does not include action taken in self-defense) or provoking a fight on company premises.
9. Deliberate falsification of production reports, time reports or other similar reports.
10. Intentionally and knowingly punching another employee's time card.
11. Misusing, destroying or damaging company property or property of any employee.
12. Making of false, vicious or malicious statements concerning any employee, the union, the company or its products.
13. Using alcohol or narcotics on company premises, or reporting for while obviously under the influence of alcohol or narcotics.
14. Interfering or refusing to cooperate with the Plant protection officers in the performance of their duties.
15. Sleeping on the job during working hours.
16. Insubordination - refusing or failing to obey an order from proper authority.
17. Mistakes due to carelessness.

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### Shop Rules Cont.

18. Altering or defacing company or union notices on bulletin boards.
19. Distributing written or printed matter of any description on company premises unless approved by the personnel department; posting or removal of notices or signs, writing or marking on company property, without authorization from the company.
20. Creating or contributing to unsanitary conditions or poor housekeeping.
21. Engaging in horseplay, running, scuffling or throwing things.
22. Gambling or engaging in a lottery on company premises.
23. Violating a safety rule or safety practice.
24. Failure to observe parking and traffic regulations on company premises.
25. Failure to carry out a known and specified work procedure. Any instruction to deviate from such procedure must be in written form.
26. Disturbing or interfering with the harmonious relationship between the company and the union.

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## Shop Rules Cont.

27. Use or possession of another employee's tools without the employee's consent.
28. Engaging in work of a personal nature on company time and/or property.
29. Soliciting of any kind on company premises at any time without authorization.
30. Entering the production area of plant any time other than regular scheduled work shift.

THE ABOVE DOES NOT IMPLY THAT THERE ARE NO OTHER REASONS THAT THE COMPANY MAY DEEM CAUSE FOR DISCIPLINARY ACTION, INCLUDING DISCHARGE.

John J. Hosta  
Plant Industrial Relations Manager



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